

ATTACHMENT B

Airport
Department of Emergency Management
Department of Public Health
San Francisco Public Works
Human Services Agency

Municipal Transportation Agency
Public Utilities Commission
Recreation & Parks Department
Police Department (Non-Sworn)

Side Letter of Agreement: SFGH Labor Monitoring Committee

The parties agree to the following changes to the SFGH Committee structure and meeting process.

1. Topics for the SFGH Divisional committee include but are not limited to the following: ratios (inclusive of breaks, meal and time-off requests); ADOs and written responses from Administration to the ADOs; new initiatives that relate to quality of care; updates on the new building; pay check issues; budget updates; health and safety; training; scheduling; tuition reimbursement concerns and other SFGH labor relations matters that may arise. Grievances and disciplinary actions will not be discussed. The Committee will not engage in collective bargaining.
2. The Union members of the Committee will have the necessary release time for the meetings built into each employee's schedule. Both parties recognize that on rare occasions clinical and operational circumstances may override the release of one or all union members for that particular meeting.
3. The Union and SFGH will each appoint a Co-Chair who will work together to prepare an agenda for each meeting.
4. Agendas will be established in advance and provided to the members of the Labor Monitoring Committee at least five days prior to the scheduled meeting. Co-Chairs will jointly determine when items submitted after that timeframe will be on the agenda.
5. SFGH is responsible for the minutes and to email draft minutes to the Union Co-Chair within 72 hours after the meeting. Requested revisions to the minutes will be sent to the Co-Chairs by email so the minutes may be approved at the next meeting. Copies of the minutes will be forwarded to the CNO, CEO, and the DPH Director.
6. If the Committee wants a specific subject matter expert to be present to discuss a specific issue, SFGH will invite that individual to attend.
7. SFGH will add 30 minutes of preparation time for each committee meeting.

Side Letter of Agreement: Voluntary Reduced Work Period for Public Health Nurses

The parties agree to the following:

1. For the employee in Classification 2830 Public Health Nurse who is currently participating in the Voluntary Reduced Work Period program, SFGH agrees to continue to “grandfather” the existing employee as follows:
2. The employee listed below may continue to participate in the Voluntary Reduced Work Period program. Under the terms of the program, the employee may elect to participate for six (6) month periods in a five percent (5%) basic biweekly salary reduction plan subject to the approval of the Community Public Health Services Director of Nursing. By electing this alternate pay plan, the employee shall receive five percent (5%) less salary on a biweekly basis and, in addition to other vacation, holiday, and sick leave benefits, shall receive six and one-half (6-1/2) working days off with pay in one six-month period, provided that if the employee is entitled to be paid for less than forty (40) hours per week for the six (6) month period, the employee shall receive a pro rata portion of the six and one-half (6-1/2) days.

| | Emp# | Last Name | First Name | Class |
|---|-------------|------------------|-------------------|--------------|
| 1 | 015413 | Grandberry | Patricia | 2830 |

3. If the employee resigns or retires during any six-month period, an adjustment shall be made in the final pay check for any portion of the six and one-half (6-1/2) days off with pay received but to which the employee lost entitlement by reason of their resignation.
4. This program will terminate when the employee listed above separates from City employment.
5. The program described in this Side Letter is subject to the grievance provisions in Article I.L. Grievance Procedure of the Collective Bargaining Agreement between SEIU Local 1021 Staff and Per Diem Nurses and the City and County of San Francisco.

Side Letter of Agreement: SFGH Just Culture Process Pilot Program (Pilot Program)

The parties agree that utilizing the “Just Culture” Process may enhance patient care, safety and outcomes. Therefore, effective February 1, 2017, the parties agree to establish a one-year pilot program at San Francisco General Hospital utilizing the Just Culture Process in investigating deviations from standard clinical practices and determining appropriate corrective measures. The Just Culture Process will not be used for investigating potential employee misconduct, including allegations of substance abuse, patient abuse, diversion or excessive tardiness or absences.

The Just Culture Process is intended to provide support, coaching and training for identified employees who need to improve clinical practice.

The Union will provide a shop steward and/or business representative trained in the Just Culture Process to attend meetings involving the Just Culture Process. Management will also provide a similarly trained nurse manager or human resources representative to be present at such meetings.

After the one-year Pilot Program ends, the City may extend the Pilot Program in its sole discretion. The Just Culture Process shall not limit the Department’s right to conduct an administrative investigation and impose discipline.

**SIDE LETTER
CITY AND COUNTY OF SAN FRANCISCO
AND SEIU, LOCAL 1021, STAFF AND PER DIEM NURSES**

Re: Side Letter - Creation of an Evening Shift Parking Program

The City and the Union agree to maintain parking program for benefited Permanent Civil Service (PCS) RNs on the evening shift (3pm-11pm) at ZSFG.

The Department will create thirty (30) monthly parking passes for the MTA-managed garage located at ZSFG. The Department will make those passes available to up to thirty (30) RNs who are regularly assigned to an evening shift. The Department will select RNs for the program based on PCS Citywide seniority, allowing five (5) working days for a qualifying RN to accept or decline participation in the pilot program.

If a participating RN's shift changes or the RN otherwise no longer meets to the requirements to participate in the program, the RN shall return the parking pass to payroll. The Department will reissue passes returned to the next eligible RN.

Each participating RN will be required to create and maintain an account with the garage vendor in order to obtain a monthly parking pass. Each participating RN will be billed through the RN's required vendor account. The Department will calculate the price for the parking each month using the midpoint between the 24/7 and night monthly rates in effect at the time of the calculation. In the event of a rate change, participating RNs will be notified via email from the vendor, and their accounts shall be billed the new rate thereafter.

For the duration of the program, the following rules apply:

1. Evening shift card access to the parking garage is from 2:30 p.m. until 7:30 a.m.
2. No entry with card before 2:30 p.m. is authorized. If a participating RN enters before 2:30 p.m., the RN is required to pull a ticket and pay transient rates for the day.
3. Parking access cards are not transferrable and may not be shared with other persons. Any RN who allows someone else to use the pass shall be disqualified from further participation.
4. A participant who loses a pass is responsible for the replacement cost.
5. This program is not subject to the grievance procedure.
6. Pending extension or adoption of the program, a participating RN may remain on the existing ZSFG vendor parking lot waiting lists. If the parties extend or adopt the evening shift parking program, each participating RN who chooses to continue to participate in that program shall be removed from other vendor ZSFG parking lot waiting lists.

Effective July 1, 2024, the City will implement the following Pilot Parking Pass Review process:

1. No later than September 30, 2024, the City will provide the Union with a complete list of all bargaining unit parking pass holders.

2. No later than October 31, 2024, the City will purge the above list of all pass holders who are no longer employed or were not the original holders of the pass (i.e., people who received a parking pass without going through the official City permit application process).
3. No later than November 30, 2024, the City will offer the passes that were recovered through the process set forth in item 2 above to the parking pass waiting list.
4. The City will provide the Union semi-annually, no later than December 31 and June 30 of each year of this agreement, with the current waiting list of bargaining unit members who have applied for but not yet received a parking pass.
5. The City will repeat steps 1 and 2 semi-annually, no later than March 31 and September 30 of each year of this agreement.
6. This pilot shall expire on June 30, 2027, unless mutually extended by the parties.

May 24, 2022

Side Letter of Agreement: LHH New Graduate Program

During the term of this Agreement, the Department of Public Health shall make reasonable efforts to hire, train, and retain at least four (4) newly-graduated, licensed nurses as Permanent Civil Service employees at Laguna Honda Hospital. Notwithstanding the foregoing, failure to achieve that goal shall not be subject to the grievance procedure. This provision shall sunset on June 30, 2024. The Department will present its plan for this program to the Laguna Honda Hospital Labor Management Monitoring Committee (LMMC) by October 1, 2022 and 2023. The parties will evaluate the program at the Laguna Honda Hospital LMMC by November 1, 2022 and 2023, and assess whether to extend the program if there are continuing vacancies and the availability of funding.

May 18, 2022

Side Letter of Agreement: New Graduates

To retain and promote the career development of SEIU Local 1021 represented employees into nursing classifications covered by this Agreement, employees will be eligible for the 20/20 Program, SEIU Workforce Initiative Training Program, or other City-sponsored workforce development initiatives. Employees who earn a RN license or advance practice license required for classifications covered by this Agreement will be eligible to receive priority in appointment to new graduate training programs for which they are qualified. The availability of new graduate training programs will be dependent upon the availability of funding for such programs. Any appointments must be consistent with Civil Service Rules.

May 17, 2024

Side Letter of Agreement: Nurse Staffing and Hiring

A. New Commitments and Dispute Resolution Procedure

1. Effective for fiscal years 2024-2025, 2025-2026, and 2026-2027. The Department of Public Health (DPH) will *request that the 2320 and 2830 positions listed below be included in the Mayor's balanced budget submission to the Board of Supervisors. The positions below represent annualized FTEs as the City budget system requires that new positions appear as 0.79 FTE in the first year budgeted, then annualize to 1.0 FTE in the second year:*
 - a. DPH will request eleven and seven tenths (11.7) 2320 FTEs to staff the Medical/Surgical units.
 - b. DPH will request one and eight tenths (1.8) 2320 FTEs to staff the Medical/Surgical units for break relief.
 - c. DPH will request eight and six tenths (8.6) 2320 FTEs to staff Critical Care.
 - d. DPH will request eleven and seven tenths (11.7) 2320 FTEs to staff Maternal Child Health.
 - e. DPH will request four and two tenths (4.2) 2320 FTEs to staff the SFGH Emergency Department.
 - f. DPH will request five and six tenths (5.6) 2320 FTEs to staff Psychiatric Emergency Services.
 - g. DPH will request one and four tenths (1.4) 2320 FTEs to staff Jail Health Services.
 - h. DPH will request one (1.0) 2830 FTE to staff the Maternal Child Adolescent Health.
 - i. DPH will request one (1.0) 2320 FTE to staff Laguna Honda as a Nurse Educator
- a. Effective July 1, 2019, the Department will not cancel any PACU nurse on nights or weekends when ZSFG is on condition yellow.
- b. Effective October 5, 2019, DPH will staff Pod A in the ED at all times to provide care at a 1:3 nurse to patient ratio for all beds.
- c. DPH shall seek to implement continuous recruitment for hard to fill classifications and specialties.

The staffing requests listed in section A.1 above reflect current staffing expectations at DPH as of July 1, 2024. Staffing at DPH is the subject of continuing discussions and is regularly adjusted based on census and regulatory requirements.

- d. DPH Human Resources will provide monthly reporting to a designated representative from the Union on the status of hiring, including vacant and filled positions.

2. Dispute Resolution Procedure.

- a. Subject to the terms set forth in this subsection A.2., the parties agree to an expedited arbitration process to resolve disputes under subsection A.1 of this side letter.
- b. The parties shall select an arbitrator, using the process in subsection A.2.c below. The arbitrator shall schedule standing monthly arbitration dates to hear expedited arbitrations under this subsection A. The parties may set additional or more frequent dates as necessary, by mutual agreement.
- c. By no later than July 29, 2024, the parties will discuss and seek to select an arbitrator by mutual agreement, to serve for the term of this side letter. If the parties are unable to agree on an arbitrator by August 26, 2024, the parties shall request a list of seven (7) arbitrators with experience in the health care industry from the State Mediation and Conciliation Service. The parties shall survey the arbitrators on the list to determine whether they are able and willing to serve in an ongoing capacity for a standing expedited arbitration process, and then select an arbitrator from those who indicate they are available for this process by the method of striking names.
- d. Grievances under this subsection A.2 may only allege violation of the terms of subsection A.1. of this side letter.
- e. The parties shall not be represented by lawyers at the expedited arbitrations or use briefs.
- f. The arbitrator will issue a bench decision, which upon request by the parties will be reduced to writing. These decisions will be final and binding and shall not be used in any other cases.

B. Changes to the Hiring and Staffing Process

- 1. DPH will prioritize assignment of float pool patient care assistants to serve as patient coaches.

C. Other terms.

- 1. This side letter is not subject to the grievance procedure in the MOU or to the staffing dispute resolution procedure in Article V of the MOU. The dispute resolution procedure in section A.2 is the exclusive remedy for claimed violations of section A.1.
- 2. This side letter shall expire on June 30, 2027.

Side Letter Agreement – DHR Hiring Proposals

The parties are entering into this side letter to identify and set in motion, to the extent permissible under the San Francisco City Charter and Civil Service Rules, expedited selection processes to address the City's current vacancies in permanent civil service positions and reliance on P103s and other categories of temporary exempt employees. Given the significant number of vacancies, expected retirements, and reliance on overtime and temporary employees, the parties recognize the urgency to make changes to the City's hiring processes in order to best deliver critical nursing services to the public.

First, the Department of Human Resources is committed to using existing tools and resources to streamline City hiring processes, including:

- eliminating unnecessary administrative approvals for a position request to fill (RTF);
- expanding the use of online on-demand exams and continuous class-based testing;
- modifying or adopting new screening and assessment tools to evaluate applicants for entry-level and promotional exams; and
- streamlining hiring selection and approval processes to deliver qualified candidates to departments more quickly.

Second, the parties recognize the Civil Service Commission has the legal authority to establish examination and appointment rules, and many of those rules must either be amended, updated or rescinded to provide a merit-based system that better serves applicants, City employees and departments.

To that end, the DHR Director may seek appropriate Civil Service Rule amendments, to the extent, necessary to allow the City to fill vacant permanent positions more rapidly, including amendments that will make it easier for external P103s and other temporary employees to seek Permanent Civil Service (PCS) appointments, which may include expedited and/or priority consideration.

The City and the Union agree to meet within thirty (30) days of ratification of this Agreement to discuss making joint proposals to the Civil Service Commission requesting the Civil Service Rule changes described above.

Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline City hiring processes

Side Letter on Exempt Nurse Priority Hiring

The DHR Director will seek Civil Service Rule amendments to allow the City to fill vacant positions more rapidly, including amendments that will make it easier for employees with exempt status to seek Permanent Civil Service (PCS) appointments.

The Union and the City agree to use “rule of the list” as the default certification rule for all eligible lists established through this process.

The City and the Union agree that no later than December 30, 2024, they will jointly petition to the Civil Service Commission to request the Civil Service Rule changes described above.

Prior to the adoption of a potential rule change by the Civil Service Commission as described above, the Department of Public Health (DPH) when filling vacant nursing positions will give priority consideration as follows:

1. Reassigning permanent nurses requesting reassignment within the unit.
2.
 - a) *Hiring P103 Per Diem Nurses on an eligible list who have worked an average of forty-eight (48) hours per month in the previous year within the unit where the vacancy exists.*
 - b) Hiring exempt nurses (not P103s) on an eligible list who have worked an average of 48 hours per month in the previous year within the unit where the vacancy exists.
3. Reassigning permanent nurses requesting reassignment within the facility.
4. Reassigning permanent nurses who apply for positions in another facility or division within DPH.
5. Hiring candidates from an active eligible list.

If, during the life of this Side Letter, there are inquiries or complaints regarding the merit-based selections in filling vacant nursing positions, the parties may submit an Inspection Service Request to the Civil Service Commission office for investigation and resolution of the matter.

While the Side Letter is in effect, Section 541 of the MOU will be suspended. Within thirty (30) calendar days after the adoption of any applicable Civil Service Rules, the MOU will be reopened for the sole and limited purposes of amending Articles II.B. Civil Service Examinations and Article III.W. Voluntary Reassignment consistent with the Civil Service Rule changes. If, after meeting for no sooner than three (3) months, there is a dispute over amending Article III.W., the parties will engage in mediation and utilize Najeeb Khoury as the mediator. Upon the completion of those negotiations, this Side Letter will expire.

Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline City hiring processes.

Side Letter: Staffing Pilot Program

This side letter establishes a joint labor management committee (“Committee”) to create a pilot program to review nurse staffing at DPH. Each party shall designate four representatives to serve on the Committee. The City shall provide paid release time to the four union representatives and other subject matter experts as needed.

Each year during the term of the agreement, no later than September 30 of each calendar year, the City shall provide SEIU Local 1021 an electronic malleable file that contains the following information for all RN bargaining unit classifications for the previous fiscal year ending June 30.

1. Hours worked by P103s per pay period, by division and unit;
2. Hours worked by exempt employees (Categories 16, 17, and 18) per pay period, by classification, division, and unit;
3. Hours worked by permanent civil service employees per pay period;
4. Hours worked by registry employees per pay period, by classification, division, and unit;
5. Overtime hours worked by employees per pay period, by represented classifications, division, and unit;
6. Leave taken by employees by leave type.
7. Budgeted and vacant FTEs by classification, division, and unit.

No later than October 15 of each year, the parties shall engage in mediation with Najeeb Khoury or another agreed-upon mediator with the goal maximizing the use of permanent civil service positions to perform the work of represented employees.

If, by December 15 of each year, the parties are unable to reach agreement, the mediator shall issue a non-binding recommendation(s) regarding nurse staffing at DPH that is based on evidence and testimony presented during the mediation process. In making any such recommendations, the mediator shall be guided by the following factors: Bay Area standards for nurse staffing; state and federal laws; experts’ recommendations, clinical evidence, and academic literature regarding quality of care; the City’s operational ability to meet the proposed recommendation(s); and any other relevant information presented by the parties.

This side letter shall expire on June 30, 2027.

Side Letter Re. Artificial Intelligence and Other New Technologies

The City and the Union recognize that new clinical technologies, including but not limited to Artificial Intelligence (“AI”), have the potential to improve quality outcomes and patient safety, and that when used in the patient care setting:

A. Technology can help with delivering safe, therapeutic and effective patient care. Technology has the potential to improve information access and options for clinical decision-making. The parties agree that new technologies must be implemented consistent with the law, including protection of patient confidentiality;

B. Technology, in part, is intended to enhance, not degrade nursing skills;

C. Consistent with the Meyer-Milias-Brown Act (MMBA) and prior to implementation of any new technology that significantly or adversely affects working conditions of employees covered under this MOU, the City shall provide notice to the Union and an opportunity to meet and confer about negotiable effects under the MMBA.

July 1, 2024

Side Letter Re: Charter No Strike Provision

The prior MOU references prohibitions on employee strikes set forth in the San Francisco Charter. Neither party concedes or will assert that removing this prohibition is evidence in any legal or administrative proceeding as to the validity, invalidity or enforceability of those prohibitions on employee strikes as described in the San Francisco Charter. Nothing in this or the preceding paragraph shall be deemed a waiver by either party of its position on those contentions.

INFORMATION ITEMS

The following items are attached for information only and are not a part of the foregoing M.O.U.

Civil Service Rule 120, Leaves of Absence

Public Health Nurse Flex-Time Policy Criteria for Reassignment of Public Health Nurses

Jane Doe Stipulation

Handling of HIV+ Claims

City Attorney Letter/Jane Doe

BEFORE THE WORKERS' COMPENSATION APPEALS BOARD OF THE STATE OF CALIFORNIA

JANE DOE #71013,) Case No. SF0 0335097
)
 APPLICANT) STIPULATION AND
) PROTECTIVE ORDER
 vs.))

CITY AND COUNTY OF SAN FRANCISCO,

DEFENDANT.))
 _____)

THE PARTIES herein agree to the issuance of a Protective Order in accordance with the following stipulation:

1. Applicant's name, address and Social Security number
 - a. Deputy City Attorney Dan Maguire.
 - b. Brian Narlock, Claims Manager.
 - c. The parties acknowledge that the City Attorney

and the General Manager of the Retirement System, as the heads of their respective departments, have ultimate responsibility for the management of all workers compensation claims against the City. The City Attorney and the General Manager of the Retirement System agree that in the normal course of events they can properly manage this claim with a pseudonym and without knowing the true identity of Jane Doe.

However, the City Attorney and the General Manager of the Retirement System may have access to the true identity of Jane Doe if:

- i. there is a good faith question as to whether benefits are being improperly sought or paid, and
- ii. the identity of Jane Doe is needed to assess whether benefits are being improperly sought or paid.

If the above conditions are met the City will give applicant's counsel notice within 48 hours that the identity of Jane Doe has been provided to the City Attorney and/or the General Manager of the Retirement System.

d. The treating physicians and agreed medical experts.

e. City or State auditor inquiries will be scheduled for conference with the WCAB prior to any disclosure.

f. The issue of Applicant's identity regarding any request to join additional defendants will be reserved for further conference and further WCAB Order.

g. Applicant recognizes that there may be personnel changes for defendant and applicant will not unreasonably withhold permission to substitute new personnel in stipulation #1 (a) and #1(b) to handle this claim. Defendant will notify applicant of any personnel changes and no penalties will accrue during applicant's delay in granting substitute personnel.

2. That portion of the claim file containing Applicant's true name and all identifying information shall be maintained under lock in the office of the Deputy City Attorney in charge of workers compensation cases and the office of the claims manager at the Workers Compensation Division of the Retirement System. No person other than those named in Stipulation #1 above shall have access to that file. Applicant's attorney shall deliver all mail in this case to the personnel and confidential attention of the Deputy City Attorney or Brian Narlock, Claims Manager.

3. Defendant shall administer Case No. SFO 0335097 using the pseudonym "Jane Doe", and all future disability payments and medical-legal examination/reports referencing Case No. SFO 0335097 shall refer to Applicant only as "Jane Doe". Defendants shall have the right to have the reporting physicians link the "Jane Doe" reports to applicant's true identity in writings which are not filed with the WCAB.

4. Applicant shall designate a Trustee for purposes of payments of disability benefits, to whom the Defendant shall make all payments due the Applicant. Once the Defendant makes a payment to the Trustee, applicant shall look solely to the trustee for these periodic payments and Defendant is fully discharged and released with respect to such payments.

5. Applicant shall execute authorizations for release to Defendant of all medical and employment records which may lead to the discovery of admissible evidence.

6. Defendant shall have the authority to subpoena records using applicant's true identity referencing a WCAB case which applicant will file as soon as possible alleging a "Hand laceration".

7. Applicant shall be responsible to assure that all requests for medical reimbursement reference WCAB Case No. SFO 0335097. Applicant and Defendant shall be independently responsible for transmitting any special billing instructions to vendors. Applicant will notify defendant in advance of any change in treating physicians. Defendant shall have the right to have vendors submit supplemental reports using Applicant's true identity to explain any medical billings.

8. Defendant shall not reference WCAB Case No. SFO 0335097 nor otherwise disclose Applicant's HIV+ antibody status in the subpoena or discovery process.

9. The parties shall make a good faith effort to submit all medical and timeloss issues to an acknowledged AIDS expert as an Agreed Medical

Examiner, said expert shall be accorded full access to whatever records he or she deems necessary.

10. Applicant recognizes her obligation to cooperate with the City's investigation of this claim. Applicant will allow herself to be interviewed by Dan Maguire and will answer written interrogatories. The issue of whether it is necessary for Jane Doe to appear before a court reporter for deposition will be reserved for further conference and further WCAB order.

WHEREFORE, the parties request an Order in accordance with the foregoing Stipulation. This order shall seal this Stipulation and any other portion of WCAB file number SFO 0335097 which identifies or tends to identify the applicant.

Dan Maguire, Deputy City Attorney Patricia L. Hastings
Attorney for Defendant Attorney for Applicant

IT IS SO ORDERED:

June , 1989

ALFRED C. WILLIAMS, Judge
WORKERS' COMPENSATION
APPEALS BOARD

STATEMENT RE: Handling of HIV+ CLAIMS

The City Attorney and General Manager of the Retirement System state categorically that in all workers compensation cases, confidentiality will be assured as required by law.

To assure confidentiality with respect to HIV+ claims, we will employ the "Jane Doe" procedure in any "Jane Doe" case arising within the next 12 months.

Thereafter, should the "Jane Doe" procedure be unworkable, alternative procedures would be discussed in advance with affected parties.

The union understands that in stating the above, the City Attorney has the sole responsibility under the Charter for handling all administrative and court proceedings. Similarly, the General Manager of the Retirement System and City Attorney have exclusive authority over workers' compensation claims handling procedures. None of the above shall be deemed to affect any authority conferred by the Charter, nor be subject to arbitration.

CLAIRE MURPHY
General Manager of Retirement System

/s/
LOUISE H. RENNE
City Attorney

CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF CITY ATTORNEY

Louise H. Renne,
City Attorney

June 26, 1989

Paul Varacalli
240 Gold Gate Avenue
San Francisco, CA 94102

Dear Paul:

You have asked about the meaning of the term "unworkable" in paragraph (3) of my statement regarding the handling of HIV+ claim (Statement). As we have discussed, the "Jane Doe" procedure is now untried. Therefore, many issues may arise, some of which cannot be anticipated, which would make aspects of the procedure unworkable as presently written. Potential issues could include: an unexpected number of claims affecting the City's ability to process claims appropriately, or, from the standpoint of the claimants, delays and confidentiality concerns arising from discovery procedures. The term "unworkable" does not extend to mere administrative convenience.

We have every desire to make this procedure work. As you know, our concern in making our Statement has been to make clear that the matters discussed in the Statement are not subject to meet and confer, or to arbitration. However, the confidentiality concern we address here is of such great concern to nurses--who play a critical role in the fight against AIDS--that we felt it necessary to outline our procedures for handling HIV+ claims to alleviate any concern.

Very truly yours,

LOUISE H. RENNE
City Attorney

**CIVIL SERVICE COMMISSION RULE 120 – LEAVES OF ABSENCE
(FOR INFORMATIONAL PURPOSES ONLY)**

**Rule 120
Leaves of Absence**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superseded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Article I: Leaves of Absence - General Requirements

Article II: Sick Leave - General Provisions

Article III: Sick Leave With Pay

Article IV: Sick Leave Without Pay

Article V: Compulsory Sick Leave

Article VI: Disability Leave

Article VII: Military, War Effort and Sea Duty Leaves

Article VIII: Unpaid Administrative Leave or Furlough

Article IX: Other Leaves of Absence

Article X: Appeal Procedures

Rule 120

Leaves of Absence

Article I: Leaves of Absence - General Requirements

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.1 Leaves of Absence - General Requirements

120.1.1 Leaves of absence, hereinafter referred to in this Rule as "leave," shall be governed by the provisions of this Rule. For the purpose of this Rule, "appointing officer" shall mean all elected officials; all department heads designated by the Charter as appointing officers; and all Boards and Commissions when officiating as appointing officers.

120.1.2 Requests for leave shall be subject to the approval of the appointing officer or designee. The decision of the appointing officer or designee is final unless provision for appeal is specifically granted in this Rule. Such requests for appeal shall be processed in accordance with the appeal procedure provided in this Rule. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.

120.1.3 Except for vacation leave, witness or jury duty leave, compulsory sick leave, disability leave or unpaid administrative leave, an employee requesting a leave for more than five (5) working days shall submit such request to the appointing officer or designee on the form prescribed by the Human Resources Director. Requests for sick leave in excess of five (5) continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed doctor of chiropractic. Verification of sick leave with pay for less than five (5) working days (seven (7) calendar days in the case of part-time employees) as provided elsewhere in this Rule shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee. For employees taking sick leave pursuant to Administrative Code Chapter 12W, the City may take reasonable measures to verify or document that an employee's use of sick leave is taken in accordance with Administrative Code Chapter 12W.

Sec. 120.1 **Leaves of Absence - General Requirements (cont.)**

- 120.1.4** The Human Resources Director may direct that leave requests be retained in the department and maintained in a manner so as to be readily available for audit, review or analysis by Department of Human Resources and Office of Labor Standards Enforcement staff.
- 120.1.5** Except as otherwise provided in these Rules, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation as provided elsewhere in these Rules.
- 120.1.6** Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this Rule, or for authorized holiday or vacation, leaves shall be without pay.
- 120.1.7** Refer to the Probationary Period Rule on leave during the probationary period.
- 120.1.8** Exempt employees shall be granted paid sick leave pursuant to Administrative Code Chapter 12W provisions and may be granted leaves in accordance with the provisions of this Rule. The decision of the appointing officer shall be final and not subject to appeal.
- 120.1.9** An appointee shall not be required to sign a resignation form as a condition of approval of a leave.
- 120.1.10** Leaves granted under this Rule shall be indicated on timerolls as designated by the Controller.
- 120.1.11** An authorized leave granted under this Rule shall not be considered as a break in the continuous service of an employee.

Rule 120

Leaves of Absence

Article II: Sick Leave - General Provisions

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.2 **Eligibility for Sick Leave**

Subject to the provisions of this Rule, employees and officers (hereinafter called "employees") who are absent from their duties because of illness or disability are eligible for sick leave.

Sec. 120.3 **Sick Leave - Exclusions from Eligibility**

This Rule shall not apply to certificated employees of the School Districts, employees under personal services contracts, elective officers, and members of Boards and Commissions.

Sec. 120.4 **Verification of Sick Leave**

120.4.1 The appointing officer or designee to whom application for sick leave is made may make such independent investigation as to the necessity for sick leave as is deemed proper and may require certification for any period of sick leave, provided that the employee has been previously notified in writing that such certification for absence of less than five (5) working days shall be required. For employees taking sick leave pursuant to Administrative Code Chapter 12W, the City may take reasonable measures to verify or document that an employee's use of sick leave is taken in accordance with Administrative Code Chapter 12W.

120.4.2 The Human Resources Director may at any time make such independent investigation as may be deemed proper regarding the illness of any person on sick leave.

Sec. 120.5 **Retirement Automatically Terminates Sick Leave**

Sick leave shall automatically terminate on the effective date of an employee's retirement.

Sec. 120.6 **Abridgment of Sick Leave**

Sick leaves granted in excess of five (5) working days may be abridged if the employee presents to the appointing officer or designee medical evidence of capability to resume all the duties of the position.

Sec. 120.7 **Definition of Sick Leave**

A leave granted under this Rule for one of the following reasons shall be known as "sick leave":

120.7.1 **Sick Leave - Medical Reasons**

Absence because of illness, including alcoholism, or injury other than illness or injury arising out of and in the course of City and County employment; absence due to illness or injury arising out of and in the course of employment is administered either under the Rules of the Retirement Board and is referred to as "disability leave" and may be supplemented as provided elsewhere in this Rule or under the provisions of this Rule and the Administrative Code for those employees injured by battery ("leave due to battery"); and absence because of medical or dental appointments.

120.7.2 **Sick Leave - Quarantine**

Absence during a period of quarantine established and declared by the Department of Public Health or other authority.

120.7.3 **Sick Leave - Bereavement**

Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however, two (2) additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

Sec. 120.7 **Definition of Sick Leave (cont.)**

120.7.3 **Sick Leave - Bereavement (cont.)**

For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one (1) working day; however, two (2) additional working days shall be

granted if travel outside the State of California is required as a result of the person's death.

120.7.4 Sick Leave - Maternity

Absence due to the employee's pregnancy or convalescent period following childbirth. Such leave shall not exceed six (6) months provided that such leave may be extended for permanent employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this Rule governing sick leave without pay.

120.7.5 Sick Leave - Parental Leave

Absence due to the birth of a child to the employee, the employee's spouse, or the employee's domestic partner or assumption by the employee of parenting or child rearing responsibilities either by adoption or foster care.

120.7.6 Sick Leave - Illness or Medical Appointment of Child, Parent, Spouse or Registered Domestic Partner

Absence because of the illness, injury, or medical or dental appointment of a biological or adoptive child, or child for whom the employee has parenting or child rearing responsibilities. Absence because of illness, injury or medical appointments of the employee's parent, spouse or registered domestic partner.

120.7.7 Sick Leave Pursuant to Administrative Code Chapter 12W

1) Absence due to the illness, injury, medical care, treatment, diagnosis or medical appointment of the employee; employee's child; parent; legal guardian or ward; sibling; grandparent; grandchild; and spouse, registered domestic partner under any state law, or "designated person."

120.7.7 Sick Leave Pursuant to Administrative Code Chapter 12W (cont.)

The aforementioned child, parent, sibling, grandparent, and grandchild relationships include not only biological relationships but also relationships resulting from adoption; step-relationships; and foster care relationships. "Child" includes a child of a domestic partner and a child of a person standing in loco parentis.

- 2) For the purpose of this section, the definition of “designated person” is: one person designated by an employee who has no spouse or registered domestic partner, as the person for whom the employee may use paid sick leave to aid or care for under this section. The opportunity to make such a designation shall be extended to the employee no later than the date on which the employee has worked thirty (30) hours after paid sick leave begins to accrue. There shall be a window of ten (10) business days for the employee to make this designation. Thereafter, the opportunity to make such a designation, including the opportunity to change such a designation previously made, shall be extended to the employee on an annual basis, with a window of ten (10) business days for the employee to make the designation.

120.7.8 Sick Leave - Compulsory

Leave imposed by an appointing officer due to an employee's medical inability or incapacity to perform all the duties of the position as provided elsewhere in this Rule.

Rule 120

Leaves of Absence

Article III: Sick Leave with Pay

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.8 **Sick Leave with Pay Eligibility**

- 120.8.1** Sick leave with pay may be granted to employees who have earned sick leave with pay credits and who have served a total of six (6) continuous months of regularly scheduled paid service except that supplemental disability credits may be used to supplement disability indemnity payments as provided elsewhere in this Rule regardless of length of service and except that an authorized leave of absence with or without pay granted under this Rule shall not be considered as a break in the continuous service of an employee.
- 120.8.2** A break in service of more than six (6) continuous months by any employee other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be canceled and eligibility for sick leave with pay must be re-established.
- 120.8.3** Sick leave with pay credits will continue to accrue at the normal rate while an employee is on either furlough or voluntary unpaid time off in accordance with this Rule, for a maximum of up to ten (10) days per fiscal year for imposed furlough or twenty (20) days per fiscal year for voluntary unpaid time off

Sec. 120.9 **Sick Leave with Pay Eligibility Pursuant to Administrative Code Chapter 12W Applicable to Employees Not Otherwise Qualified for Sick Leave**

- 120.9.1** For employees who begin paid status after February 5, 2007, sick leave with pay may be granted to said employees, who have earned sick leave with pay credits under this section, ninety (90) days following their first day in paid status.

Sec. 120.9 **Sick Leave with Pay Eligibility Pursuant to Administrative Code Chapter 12W Applicable to Employees Not Otherwise Qualified for Sick Leave (cont.)**

120.9.2 Employees hired on or before February 5, 2007, shall immediately be eligible to accrue and use sick leave with pay credits under this section.

120.9.3 A complete separation in service other than an employee designated as a “holdover” will cause prior accumulated sick leave with pay credits to be cancelled and eligibility for sick leave with pay must be re-established.

120.9.4 Employees rehired within one (1) year following a separation will not be subject to the ninety (90) calendar day eligibility period. However, no reinstatement of previously accrued sick leave hours will be credited.

Sec. 120.10 **Sick Leave with Pay - Maximum Accumulation of Credits**

120.10.1 **Sick Leave with Pay – Maximum Accumulation of Credits**

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits for other employees, the hourly equivalent of 130 working days based on the regular daily work schedule as defined, provided that in no case may the total accumulated unused sick leave with pay credit balance exceed 1040 hours. Maximum accumulated sick leave with pay credits shall be reduced proportionately for employees entering a class or position where the regular work schedule is less than the class exiting if such employees have accumulated unused sick leave with pay credits in excess of the maximum allowable for the new class or position. Such employees shall have all such credits restored upon return to a class or position with an increased regular work schedule.

120.10.2 **Maximum Accumulation of Credits Pursuant to Administrative Code Chapter 12W**

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits shall not exceed seventy- two (72) hours.

Sec. 120.11 **Sick Leave with Pay - Restrictions**

120.11.1 Sick leave with pay is a privilege recognized by Charter and by Ordinance of the Board of Supervisors and should be requested and granted only in cases of absence because of illness which incapacitates the employee for the performance of duties or as otherwise defined in this Rule.

Sec. 120.11 Sick Leave with Pay – Restrictions (cont.)

- 120.11.2** An appointing officer or designee may require proof of incapacitation before granting sick leave with pay for any period of time and may withhold pay for failure to submit such proof provided that the employee had been previously notified in writing that such proof would be required for absences of less than five (5) working days.
- 120.11.3** The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Rule shall in no way inhibit or restrict the right of an appointing officer to establish standards of attendance.

Sec. 120.12 Prohibition Against Employment While on Sick Leave with Pay

- 120.12.1** Employees are prohibited from working in any other employment while on sick leave with pay unless, after considering the medical reason for the sick leave with pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in a secondary employment subject to the provisions of these Rules governing such employment.
- 120.12.2** Violators of this section are subject to disciplinary action as provided in the Charter.

Sec. 120.13 Calculation of Sick Leave with Pay Credits

- 120.13.1** Unless otherwise provided in this Rule or by ordinance, sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding, overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.
- 120.13.2** Sick leave with pay credits earned pursuant to Administrative Code Chapter 12W shall accrue at the rate of 1 hour for every thirty (30) hours worked.
- 120.13.3** When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project shall earn sick leave with pay credits at the rate of .075 hours for each hour of regularly scheduled paid service actually worked during her/his regularly scheduled twelve hour shifts. This Rule shall apply only to those 2320 Registered Nurses who are regularly scheduled to work two 12 hour shifts on weekends in the San Francisco General Hospital Pilot Project.

Sec. 120.14 Disbursement of Sick Leave with Pay Credits

120.14.1 Sick leave with pay credits shall be used and deducted at the minimum rate in units of one hour for those employees whose credits are calculated in hours.

120.14.2 When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project, and who use sick leave during any portion of such shifts, shall be entitled to use and deduct sick leave with pay credits at the rate of 1.5 hours for each hour of such sick leave, e.g., sick leave for four (4) hours of a shift = six (6) hours sick leave with pay. The benefits of this Rule shall be available only to a 2320 Registered Nurse who is regularly scheduled to work two (2) twelve (12) hour shifts on weekends in the San Francisco General Hospital Pilot Project, and who is required to use sick leave during some of all of her/his regularly scheduled twelve (12) hour shifts on weekends during the pilot project.

Sec. 120.15 **Conversion of Sick Leave with Pay Credits from Days to Hours**

Sick leave with pay credit balances shall be converted from days to hours based on the equivalent number of hours in such employee's sick leave with pay credit balances. The equivalent number of hours shall be based on the employee's authorized normal daily work schedule in effect on the effective date of this amended Rule, except if the Human Resources Director determines that such conversion is inequitable and allows another formula to be used.

Sec. 120.16 **Employees Injured by Battery**

120.16.1 An employee absent because of bodily injury or illness received in the course of employment and caused by an act of criminal violence shall be entitled to sick leave with pay under the provisions of the Administrative Code.

120.16.2 Sick leave with pay under this section shall be known as "leave due to battery" and shall be subject to approval by the Human Resources Director. The Human Resources Director shall make such investigation as is deemed appropriate and may include medical examinations by a physician(s) designated by the Human Resources Director.

120.16.3 The decision of the Human Resources Director may be appealed to the Commission whose decision is final.

120.16.4 Authorized sick leave under this section shall not be charged against earned sick leave with pay credits.

Sec. 120.17 **Appeal of Denial of Sick Leave with Pay**

Denial of sick leave with pay to an appointee who is eligible and qualified for such leave is appealable as provided elsewhere in this Rule.

Sec. 120.18 Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance

120.18.1 An employee who had accumulated unused sick leave with pay credits and who had completed the service requirement on or before December 5, 1978, shall upon the effective date of retirement for service or disability, or upon the date of death, or upon the date of separation caused by industrial accident, be reimbursed for the accumulated unused sick leave with pay credit balance which had been earned on or before December 5, 1978, and not subsequently used ("vested and unused accumulated sick leave with pay credits") in accordance with the following schedule of service requirements and allowances.

| Schedule of Service Requirements and Allowances for Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credit Balance at the Time of Retirement, Separation Because of Accident or Death | |
|---|-------------------------------------|
| Service Requirement | Amount of Cash Reimbursement |
| 15 or more years of service | 100% |
| More than 5 continuous years but less than 15 continuous years of service | 50% |
| Up to and including 5 continuous years of service | 33.3% |

120.18.2 Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be further subject to the following:

- 1) The Human Resources Director shall administer the provisions of this section.
- 2) Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, 1978, in an amount proportional to any credits used of that balance. Reimbursement shall be made only for the adjusted amount with all credits from the December 5, 1978, balance subsequently used being deducted.

Sec. 120.18 Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance (cont.)

120.18.2 (cont.)

- 3) Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date when so selected by the employee, but within one (1) year of such retirement, separation or death.
- 4) Reimbursement is to be computed at the base rate of pay of an employee's permanent class, at the base rate of pay of the class of a temporary or provisional employee with no permanent status, or at the base rate of pay in a temporary or provisional appointment of an employee with permanent status in another class who has held such temporary or provisional appointment continuously for one (1) or more years at the time of separation.
- 5) No reimbursement shall be made for unused sick leave with pay credits earned on or after December 6, 1978.
- 6) The enactment of this section is not intended to constitute additional compensation, nor be a part of the rate of pay of the employee, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which an employee would have been entitled if the employee had not retired, separated due to industrial injury or died.

Rule 120

Leaves of Absence

Article IV: Sick Leave without Pay

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.19 Sick Leave without Pay - Eligibility

Subject to the provisions of this section, sick leave without pay may be granted to employees who are not eligible for sick leave with pay or, subject to the approval of the appointing officer or designee, employees may choose not to use their sick leave with pay credits.

Sec. 120.20 Sick Leave without Pay - Temporary and Provisional Employees

Sick leave without pay may be granted to temporary or provisional employees. Such leave shall be renewed monthly and shall not be extended beyond three (3) calendar months except for sick leave - maternity.

Sec. 120.21 Sick Leave without Pay - Permanent Employees

120.21.1 Sick leave without pay may be approved for permanent employees for the period of the illness provided that requests for prolonged leave shall be renewed every three (3) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year unless the physician designated by the Human Resources Director advises that there is a reasonable probability that the employee will be able to return to employment.

120.21.2 If the physician designated by the Human Resources Director determines that there is no reasonable probability that the employee will be able to return to duty, the appointing officer shall have good cause for discharge.

120.21.3 The physician designated by the Human Resources Director may defer certification of capability for additional periods of three (3)-month intervals up to one (1) additional year.

Sec. 120.22 Prohibition Against Employment While on Sick Leave Without Pay

120.22.1 Employees are prohibited from working in any other employment when on sick leave without pay unless, after considering the medical reason for the sick leave without pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in outside employment.

120.22.2 Violators of this section are subject to disciplinary action.

Rule 120

Leaves of Absence

Article V: Compulsory Sick Leave

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.23 Compulsory Sick Leave

- 120.23.1** An appointing officer or designee who has reason to believe that an employee is not medically or physically competent to perform assigned duties, and if allowed to continue in employment or return from leave may represent a risk to co-workers, the public and the employee, may require the employee to present a medical report from a physician designated by the Human Resources Director certifying the employee's medical or physical competency to perform the required duties.
- 120.23.2** If the employee refuses to obtain such physician's certificate or if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the Human Resources Director.
- 120.23.3** An employee shall remain on compulsory sick leave until such time as the employee is found to be competent to return to duty by a physician designated by the Human Resources Director, but such leave shall not exceed the maximum period of sick leave provided in this Rule.
- 120.23.4** The employee placed on sick leave under the provisions of this section may appeal as provided under the appeal provisions of the Medical Examination Rule.
- 120.23.5** An employee placed on compulsory sick leave is ineligible for employment with the City and County and shall be placed under waiver on all lists on which the employee's name appears and shall otherwise be unemployable.

Rule 120

Leaves of Absence

Article VI: Disability Leave

Applicability: The provisions of Rule 120 apply to all officers and employees except for the Uniformed Ranks of the Police and Fire Departments or MTA Service-Critical Classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in this Rule are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical Classes as covered in Volumes II, III and IV.

Sec. 120.24 Disability Leave

- 120.24.1** Absence due to illness or injury arising out of and in the course of employment is defined as "disability leave" and is administered under the State Workers' Compensation Laws and the Rules of the Retirement Board.
- 120.24.2** An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department no later than ninety (90) days following the employee's release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.
- 120.24.3** Supplemental disability credits shall be an account separate from, but equivalent to, the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.
- 120.24.4** Failure to exercise the option to supplement disability indemnity payments within ninety (90) calendar days following release from disability leave will preclude later requests.
- 120.24.5** Supplemental disability credits shall be used at the minimum rate in units of one (1) hour.
- 120.24.6** The employee's department shall submit separate timerolls to reflect this action only after the Retirement System certifies the amount of disability indemnity payment, if any, for the period.

Sec. 120.24 Disability Leave (cont.)

- 120.24.7** Salary may be paid on regular timerolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
- 120.24.8** When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate City fund for the amount of sick leave with pay credits charged and paid.
- 120.24.9** An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.
- 120.24.10** Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.
- 120.24.11** Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

Sec. 120.25 Use of Sick Leave with Pay Credits to Supplement State Disability Insurance

- 120.25.1** Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one (1) hour.
- 120.25.2** SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular gross salary the employee would have received for the normal work schedule excluding overtime.

Sec. 120.25 Use of Sick Leave with Pay Credits to Supplement State Disability Insurance (cont.)

120.25.3 An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on a form prescribed by the Human Resources Director to the appointing officer or designee within seven (7) calendar days following the first (1st) date of absence.

120.25.4 Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.

Rule 120

Leaves of Absence

Article VII: Military, War Effort and Sea Duty Leaves

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.26 Military Leave

120.26.1 Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this Rule.

120.26.2 Time of War - Definition

The phrase "time of war" is defined elsewhere in these Rules.

120.26.3 Military Leave - Time of War

Leaves of absence shall be granted to officers and employees for service in the armed forces of the United States or the State of California or for service on ships operated by or for the United States government in time of war and for a period not to exceed three (3) months after the conclusion of such service, but not later than one (1) year after the cessation of hostilities, except in case of disability incurred while in active service with the armed forces or the merchant marines when such disability shall extend beyond such period.

120.26.4 Military Leave - Time of Peace

Whenever any officer or employee shall, by order of the government of the United States or by lawful order of any of its departments or officers, or by lawful order of the State of California, or any of its departments or officers, be directed in time of peace to report and serve in the armed forces of the United States, or in the armed forces of the State of California, said officer or employee shall be entitled to a leave of absence from the employee's office or position during the time of such service and for a period not to exceed three (3) months after the expiration thereof.

Sec. 120.26 Military Leave (cont.)**120.26.5 Military Leave - Permanent Appointees**

Any officer or employee on military leave, who prior to such leave has been appointed to a permanent position in the City and County service, shall be entitled to resume such position at the expiration of the leave, and in determining and fixing rights, seniority, salary and otherwise which have accrued and shall inure to the benefit of such officer or employee, the term of military leave shall be considered and accounted as part of the employee's service to the City and County.

120.26.6 Military Leave - Proof of Duty

Officers and employees requesting military leave shall file with the Human Resources Director a copy of the orders necessitating such service prior to the effective date of the leave of absence and upon return from such leave shall submit a copy of the discharge or release.

120.26.7 Military Leave - Salary While on Temporary Leave

Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one (1) year continuously prior to the date upon which temporary military leave not exceeding 180 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed thirty (30) calendar days of such military leave in any fiscal year or more than thirty (30) calendar days during any period of continuous military leave.

120.26.8 Military Leave - Probationary Appointees

Refer to the Probationary Period Rule on leave during the probationary period.

120.26.9 Military Leave - Eligible Not Reached for Certification While in Service - Time of War

An eligible on a regular civil service list, who served on active military duty not including reserve service during time of war who presents an honorable discharge or certificate of honorable active service within one (1) year from the date of release from military service, shall be preferred for certification for a period of four (4) years after the cessation of hostilities in the order of standing upon the eligible list at the time of entrance into military service and before candidates procuring standing through an examination held subsequent to the entrance of such eligibles into the military service.

Sec. 120.26 **Military Leave (cont.)****120.26.10** **Military Leave - Eligibles Reached for Certification**

If while in the military service, the name of an eligible was reached for certification to a permanent position and the eligible presents an honorable discharge or certificate of honorable active service within 120 days from the date of release from active military duty not including reserve service during time of war, the eligible shall be certified to a position in the class for which so reached; and, for all purposes of seniority, the date of certification if appointed, shall be deemed to be the date when the eligible was reached for certification while in the military service. A person appointed in accordance with this section shall serve the required probationary period. An eligible who is offered appointment in accordance with the provisions of this section and who waives appointment and is subsequently certified after withdrawal of waiver shall have seniority as of the date of such certification.

120.26.11 **Military Leave - Participants in Written Examinations**

Persons who participate in a written examination and who present their orders or other proof of service within 120 days from the date of release from active military service in time of war shall be allowed to participate in the remaining parts of the examination. If they meet all the eligibility qualifications, they shall be certified as of the date they would have been reached for certification in accordance with their rank based on the entire examination.

120.26.12 **Military Leave - Employees or Officers Not Subject to Civil Service Examination**

Military leave to an elected or appointed officer, appointed for a definite period of time, shall not be extended beyond the period of time for which elected or appointed, provided that if such officer is re-elected or reappointed, then military leave shall be automatically extended for such ensuing period of time.

Military leave to an employee occupying a position exempt from civil service examination shall not extend beyond the period of time for which the employee's appointing officer was elected or appointed.

Sec. 120.27 **War Effort Leave**

The Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees during time of war for service directly connected with the prosecution of the war or national defense or preparedness.

Sec. 120.28 **Leave for Sea Duty as Licensed Officers**

In time of war or while any act authorizing compulsory military service or training is in effect, the Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees for sea duty as licensed officers aboard ships operated by or for the United States government. The Commission shall amend this section to implement such ordinance.

Rule 120

Leaves of Absence

Article VIII: Unpaid Administrative Leave or Furlough

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.29 Unpaid Administrative Leave or Furlough

120.29.1 General Provisions

- 1) Notwithstanding the layoff and involuntary leave provisions or any other provisions of these Rules, an appointing officer is authorized to impose unpaid administrative leave (furlough) on any employee within that appointing officer's jurisdiction as provided in this section. The imposition of furloughs shall be subject to receipt of a Projected Deficit Notice (PDN) from the Controller stating that the department's budget will be insufficient to support the department's level of spending through the end of the fiscal year.
- 2) The authority of the appointing officer to impose furloughs shall be limited to those furloughs necessary to correct the projected deficit identified by the Controller.
- 3) This Rule shall apply to all employees of the City and County.
- 4) The Superintendent of the San Francisco Unified School District and the Chancellor of the San Francisco Community College District shall also be authorized to furlough any employee in the classified service upon their individual determinations that, based upon a review of projected revenues and expenditures, the budget will be insufficient to support the District's level of spending through the end of the fiscal year.
- 5) No provision of Layoff and Involuntary Leave, including but not limited to any provision regarding the order of layoff, displacement of less senior employees, or reinstatement, shall be applicable to any employees furloughed hereunder.

Sec. 120.29 Unpaid Administrative Leave or Furlough (cont.)**120.29.2 Voluntary Unpaid Time Off**

- 1) Prior to imposing a furlough on any employee, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
- 2) The appointing officer shall have full discretion to approve or deny requests for voluntary unpaid time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary unpaid time off in excess of ten (10) working days are denied. In such cases, an employee may appeal in accordance with the procedures provided below for appealing imposition of furlough.
- 3) An employee shall be entitled to take up to ten (10) unpaid days per fiscal year at the rate of no more than five (5) days in a three (3) month period, at the employee's discretion, upon at least fifteen (15) calendar days prior written notice to the employee's appointing officer. Such request shall not be denied except for the reason of a requirement that such position be filled on an overtime or premium pay basis, for essential operational needs or the requirements of a court decree or order.

120.29.3 Furloughs

- 1) Appointing officers are encouraged to furlough entire operational units within departments rather than individual employees; or stagger work hours within an operational unit on a reduced hours basis. The decision of the appointing officer to impose furloughs under this subsection, and the appointing officer's determination of what constitutes an operational unit, shall be final.
- 2) Where, in the discretion of the appointing officer, furlough of an operational unit as prescribed above is not feasible, individual employees within an operational unit may be furloughed.
- 3) To the extent practicable, furlough shall be equitably distributed among all of the employees in the affected department or operational unit to which the Projected Deficit Notice (PDN) has application; and, all of the employees in the affected class(es).

Sec. 120.29 Unpaid Administrative Leave or Furlough (cont.)**120.29.3 Furloughs (cont.)**

4) In determining which employees to furlough, an appointing officer shall consider citywide seniority within a class as well as considering the operational needs of the department.

5) In no event shall furlough be imposed upon an employee for more than four (4) days in any three (3) month period or ten (10) days in any fiscal year. Voluntary time off not to exceed a total of five (5) days per quarter or ten (10) days per year, approved pursuant to this section, shall be credited toward the maximum number of furlough days which may be imposed pursuant to this Rule.

6) Employees placed on furlough pursuant to this section shall be notified in writing at least fifteen (15) calendar days in advance of the effective date for the furlough.

7) The decision to furlough an individual employee within an operational unit shall be final except that an employee given notice of a furlough, which taken together with an employee's prior furloughs in the same fiscal year would exceed five (5) working days within any six (6) month period, may file an appeal. Such appeals must be in writing and filed within three (3) calendar days of the date of the notice of furlough with the Human Resources Director with a copy to the appointing officer. Within three (3) calendar days after receiving the appeal, the Department of Human Resources shall refer the written appeal and the appointing officer's written comments, if any, for determination to the Human Resources Director, the Mayor and the Controller, or their designees, who shall meet on no less than twenty four (24) hours public notice. The determination regarding the appeal shall be rendered within seven (7) calendar days of the date of the appeal. This decision is final and shall not be reconsidered by the Commission. The Human Resources Director shall notify the employee and the appointing officer of the decision prior to the effective date of the furlough.

120.29.4 Restrictions on Use of Paid Time Off While on Voluntary Unpaid Time Off or Furlough

1) All voluntary unpaid time off or furlough imposed or granted pursuant to this section shall be without pay.

2) Employees granted voluntary unpaid time off or placed on furlough are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

Sec. 120.29 Unpaid Administrative Leave or Furlough (cont.)**120.29.5 Imposition of Furlough - Fair Labor Standards Act (FLSA) Restrictions**

1) Furlough for employees who are non-exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) hour.

2) Furlough for employees who are exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) day.

120.29.6 Vacation and Sick Leave with Pay Accruals While on Voluntary Unpaid Time Off or Furlough

Subject to passage of necessary ordinances by the Board of Supervisors, vacation and sick leave with pay accruals shall continue during a maximum of ten (10) days of furlough in any fiscal year, or a maximum of twenty (20) days for approved voluntary unpaid time off taken pursuant to this Section in any fiscal year.

120.29.7 Duration and Revocation of Voluntary Unpaid Time Off or Furlough

Furlough imposed upon an employee shall remain in force for the period specified in the written notice unless sooner revoked by written notice from the appointing officer. Approved voluntary unpaid time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

120.29.8 Resolution of Disputes

Except as provided elsewhere in this section, the Human Resources Director shall act on all disputes arising out of the application or implementation of the provisions of this section. The decision of the Human Resources Director shall be final and shall not be reconsidered by the Commission.

Rule 120

Leaves of Absence

Article IX: Other Leaves of Absence

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.30 Leave to Accept Other City and County Position

120.30.1 Leave by an employee who has completed the probationary period to accept exempt or temporary appointment in the City and County service may be approved for the duration of such appointment. Such leave by a probationary employee is subject to the provisions of the Rule governing the Probationary Period.

120.30.2 Denial of such leave by the appointing officer is appealable as provided elsewhere in this Rule.

Sec. 120.31 Educational Leave

120.31.1 Educational leave is defined as leave for the purpose of educational or vocational training in a field related to the employee's current position and as any training to which a veteran is entitled pursuant to the laws of the United States or the State of California.

120.31.2 Educational leave may be approved for permanent appointees for a period of up to one (1) year. Requests for educational leave of longer than one (1) year must be renewed each year.

120.31.3 Denial of educational leave is appealable as provided elsewhere in this Rule.

120.31.4 An employee on educational leave shall not accept other employment without approval of the appointing officer and the Human Resources Director, except for employment in vacant positions with the City and County during school vacations.

Sec. 120.31 **Educational Leave (cont.)**

120.31.5 As soon as records are available, the employee shall periodically present to the appointing officer a record of completed educational work. These records shall be maintained in such a manner as to be readily available for audit by Department of Human Resources staff. Failure to submit an acceptable record of completed educational work shall subject the employee to disciplinary action as provided in the Charter.

Sec. 120.32 **Leave for Civilian Service in the National Interest**

120.32.1 Civilian service in the national interest is defined as leave to serve with a federal, state or other public agency or non-profit organization in a program or in a capacity which the Human Resources Director deems to be in the national or general public interest.

120.32.2 Such leave may be approved for permanent appointees for a period of up to one (1) year. Requests for such leave of longer than one (1) year must be renewed each year.

120.32.3 Denial of such leave is appealable as provided elsewhere in this Rule.

Sec. 120.33 **Leave for Employment as an Employee Organization Officer or Representative**

120.33.1 Leave for employment as an employee organization officer or representative is defined as leave to serve full-time as an officer or representative of an employee organization whose membership includes City employees, or to attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

120.33.2 Leave for permanent appointees may be approved for the duration of such service.

120.33.3 Denial of such leave is appealable as provided elsewhere in this Rule.

Sec. 120.34 **Family Care Leave****120.34.1** **Definition of Family**

A unit of interdependent and interacting persons, related together over time by strong social and emotional bonds and/or by ties of marriage, birth, and adoption, whose central purpose is to create, maintain, and promote the social, mental, physical and emotional development and well being of each of its members.

Sec. 120.34 **Family Care Leave (cont.)**

120.34.2 Permanent employees who have one (1) or more years of continuous service in any status may be granted up to (1) year of unpaid family care leave for the following reasons:

- 1) The birth of a biological child of the employee;
- 2) The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;
- 3) The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
- 4) The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

120.34.3 Family care leave is unpaid leave. Such leave may be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave as specified under Sick Leave - Illness or Medical Appointment of Child, Parent, Spouse, or Registered Domestic Partner.

120.34.4 Denial of family care leave is appealable as provided elsewhere in this Rule.

Sec. 120.35 **Witness or Jury Duty Leave**

120.35.1 An employee who is summoned as a witness on behalf of the City and County or juror for a judicial proceeding shall be entitled to leave with pay less the amount of juror or witness fee paid for the period required for such service (Charter Section A8.400G). An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested and granted.

Sec. 120.35 **Witness or Jury Duty Leave (cont.)**

- 120.35.2** Paid witness or jury duty leave shall be only from an employee's scheduled duty time and shall not include hours outside of scheduled hours of work or on days off.
- 120.35.3** Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.
- 120.35.4** An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.
- 120.35.5** Refer to the Probationary Period Rule on leave during the probationary period.

Sec. 120.36 **Holiday Leave**

Holiday leave shall be as provided by ordinance of the Board of Supervisors.

Sec. 120.37 **Vacation Leave**

Vacation leave shall be as provided in the Charter and by ordinance of the Board of Supervisors.

Sec. 120.38 **Involuntary Leave of Absence**

- 120.38.1** Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which shall result in the displacement of a permanent or probationary appointee from the City and County service, an appointing officer, notwithstanding other provisions of these Rules governing leaves of absence, shall place such employees on a leave of absence of an involuntary nature unless the employee elects to be laid off.
- 120.38.2** Such reductions in force shall be effected by the provisions of this Rule governing seniority and order of layoff.
- 120.38.3** Employees placed on an involuntary leave of absence shall be ranked on the holdover roster for the class from which laid off and shall be returned to duty as provided in this Rule.
- 120.38.4** Leaves of absence imposed under the provisions of this Rule shall expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request of the employee to elect to be laid off while on involuntary leave.

Sec. 120.39 **Religious Leave**

- 120.39.1** Employees may be granted leave when personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week. Such leave shall be known as "Religious Leave."
- 120.39.2** Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.
- 120.39.3** Denial of religious leave is appealable as provided elsewhere in this Rule.

Sec. 120.40 **Personal Leave**

- 120.40.1** Personal leave is defined as leave for reasons other than those covered in other sections of this Rule.
- 120.40.2** Personal leave for permanent employees may be approved for a period of up to twelve (12) months within any two (2)-year period. Personal leave for temporary or provisional employees may be approved only if replacement of the employee is not required and for a maximum of one (1) month.
- 120.40.3** On the request of an appointing officer, the Human Resources Director, may for reasons deemed to be in the best interest of the service approve extension of personal leave for permanent employees beyond a twelve (12)-month period.

Rule 120

Leaves of Absence

Article X: Appeal Procedures

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.41 **Appeal Procedures**

120.41.1 Appeals concerning furloughs or voluntary unpaid time off are excluded from appeal under this section and are appealable as provided elsewhere in this Rule.

120.41.2 In cases where appeal is specifically granted in this Rule, a dispute concerning the application or implementation of the provisions of this Rule shall be processed EITHER, at the option of the employee:

- 1) in accordance with the grievance procedure provided by the Human Resources Director for unrepresented employees or in a collective bargaining agreement.
- 2) by appeal in writing to the Human Resources Director, whose decision shall be final and shall not be reconsidered by the Commission. A decision under one option shall preclude the use of the other option.

SEIU Nurse Hourly Step Rates for FY24-25 - Effective Date 7/1/2024

| Class | Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|-------|---------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 2320 | Registered Nurse | \$77.3125 | \$79.7375 | \$83.0500 | \$85.3875 | \$88.0625 | \$91.6250 | \$94.4625 | \$97.4000 | \$100.4625 | \$103.4875 |
| 2323 | Clinical Nurse Specialist | \$95.8125 | \$100.5750 | \$106.6750 | \$112.0250 | \$117.5625 | \$122.2125 | \$126.0750 | \$129.9500 | \$133.9750 | \$138.2000 |
| 2325 | Nurse Midwife | \$86.9375 | \$91.2375 | \$96.7250 | \$101.5250 | \$106.6750 | \$110.9375 | \$114.3875 | \$117.9500 | \$121.6000 | \$125.3375 |
| 2328 | Nurse Practitioner | \$95.7625 | \$100.6375 | \$106.5875 | \$111.9375 | \$117.5375 | \$122.2625 | \$126.1000 | \$129.9875 | \$134.0000 | \$138.1625 |
| 2330 | Anesthetist | \$126.1375 | \$132.3500 | \$140.2875 | \$147.3250 | \$154.6500 | \$160.8750 | \$165.8750 | \$171.0125 | \$176.3500 | \$181.8125 |
| 2830 | Public Health Nurse | \$77.3125 | \$79.7375 | \$83.0500 | \$85.3875 | \$88.0625 | \$91.6250 | \$94.4625 | \$97.4000 | \$100.4625 | \$103.4875 |
| P103 | Special Nurse | \$96.6250 | \$99.6625 | \$103.7750 | \$106.7000 | \$110.0750 | \$114.5875 | \$118.0875 | \$121.7750 | \$125.5750 | \$129.3625 |
| 2325 | Nurse Midwife | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | Step 20 |
| | | 95.8125 | 100.5750 | 106.6750 | 112.0250 | 117.5625 | 122.2125 | 126.0750 | 129.9500 | 133.9750 | 138.2000 |

SEIU Nurse Hourly Step Rates for FY24-25 - Effective Date 1/4/2025

| Class | Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|-------|---------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 2320 | Registered Nurse | \$79.2500 | \$81.7250 | \$85.1250 | \$87.5250 | \$90.2625 | \$93.9125 | \$96.8250 | \$99.8375 | \$102.9750 | \$106.0750 |
| 2323 | Clinical Nurse Specialist | \$98.2125 | \$103.0875 | \$109.3375 | \$114.8250 | \$120.5000 | \$125.2625 | \$129.2250 | \$133.2000 | \$137.3250 | \$141.6500 |
| 2325 | Nurse Midwife | \$89.1125 | \$93.5125 | \$99.1375 | \$104.0625 | \$109.3375 | \$113.7125 | \$117.2500 | \$120.9000 | \$124.6375 | \$128.4750 |
| 2328 | Nurse Practitioner | \$98.1625 | \$103.1500 | \$109.2500 | \$114.7375 | \$120.4750 | \$125.3250 | \$129.2500 | \$133.2375 | \$137.3500 | \$141.6125 |
| 2330 | Anesthetist | \$129.2875 | \$135.6625 | \$143.8000 | \$151.0125 | \$158.5125 | \$164.9000 | \$170.0250 | \$175.2875 | \$180.7625 | \$186.3625 |
| 2830 | Public Health Nurse | \$79.2500 | \$81.7250 | \$85.1250 | \$87.5250 | \$90.2625 | \$93.9125 | \$96.8250 | \$99.8375 | \$102.9750 | \$106.0750 |
| P103 | Special Nurse | \$99.0375 | \$102.1500 | \$106.3750 | \$109.3625 | \$112.8250 | \$117.4500 | \$121.0375 | \$124.8250 | \$128.7125 | \$132.6000 |
| 2325 | Nurse Midwife | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | Step 20 |
| | | 98.2125 | 103.0875 | 109.3375 | 114.8250 | 120.5000 | 125.2625 | 129.2250 | 133.2000 | 137.3250 | 141.6500 |

SEIU Nurse Hourly Step Rates for FY25-26 - Effective Date 7/1/2025

| Class Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 2320 Registered Nurse | \$80.8375 | \$83.3625 | \$86.8375 | \$89.2875 | \$92.0750 | \$95.8000 | \$98.7750 | \$101.8500 | \$105.0500 | \$108.2125 |
| 2323 Clinical Nurse Specialist | \$100.1875 | \$105.1625 | \$111.5375 | \$117.1375 | \$122.9250 | \$127.7750 | \$131.8250 | \$135.8750 | \$140.0875 | \$144.5000 |
| 2325 Nurse Midwife | \$90.9000 | \$95.3875 | \$101.1250 | \$106.1500 | \$111.5375 | \$116.0000 | \$119.6125 | \$123.3250 | \$127.1375 | \$131.0625 |
| 2328 Nurse Practitioner | \$100.1375 | \$105.2250 | \$111.4500 | \$117.0375 | \$122.9000 | \$127.8500 | \$131.8500 | \$135.9125 | \$140.1125 | \$144.4625 |
| 2330 Anesthetist | \$131.8875 | \$138.3875 | \$146.6875 | \$154.0500 | \$161.7000 | \$168.2125 | \$173.4375 | \$178.8125 | \$184.4000 | \$190.1125 |
| 2830 Public Health Nurse | \$80.8375 | \$83.3625 | \$86.8375 | \$89.2875 | \$92.0750 | \$95.8000 | \$98.7750 | \$101.8500 | \$105.0500 | \$108.2125 |
| P103 Special Nurse | \$101.0250 | \$104.2000 | \$108.5125 | \$111.5625 | \$115.0875 | \$119.8125 | \$123.4750 | \$127.3375 | \$131.3000 | \$135.2625 |
| 2325 Nurse Midwife | Step 11 100.1875 | Step 12 105.1625 | Step 13 111.5375 | Step 14 117.1375 | Step 15 122.9250 | Step 16 127.7750 | Step 17 131.8250 | Step 18 135.8750 | Step 19 140.0875 | Step 20 144.5000 |

SEIU Nurse Hourly Step Rates for FY25-26 - Effective Date 1/3/2026

| Class Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 2320 Registered Nurse | \$82.8625 | \$85.4500 | \$89.0125 | \$91.5250 | \$94.3750 | \$98.2000 | \$101.2500 | \$104.4000 | \$107.6750 | \$110.9125 |
| 2323 Clinical Nurse Specialist | \$102.6875 | \$107.7875 | \$114.3250 | \$120.0625 | \$126.0000 | \$130.9750 | \$135.1250 | \$139.2750 | \$143.5875 | \$148.1125 |
| 2325 Nurse Midwife | \$93.1750 | \$97.7750 | \$103.6500 | \$108.8000 | \$114.3250 | \$118.9000 | \$122.6000 | \$126.4125 | \$130.3125 | \$134.3375 |
| 2328 Nurse Practitioner | \$102.6375 | \$107.8500 | \$114.2375 | \$119.9625 | \$125.9750 | \$131.0500 | \$135.1500 | \$139.3125 | \$143.6125 | \$148.0750 |
| 2330 Anesthetist | \$135.1875 | \$141.8500 | \$150.3500 | \$157.9000 | \$165.7375 | \$172.4125 | \$177.7750 | \$183.2875 | \$189.0125 | \$194.8625 |
| 2830 Public Health Nurse | \$82.8625 | \$85.4500 | \$89.0125 | \$91.5250 | \$94.3750 | \$98.2000 | \$101.2500 | \$104.4000 | \$107.6750 | \$110.9125 |
| P103 Special Nurse | \$103.5500 | \$106.8000 | \$111.2250 | \$114.3500 | \$117.9625 | \$122.8125 | \$126.5625 | \$130.5250 | \$134.5875 | \$138.6500 |
| 2325 Nurse Midwife | Step 11 102.6875 | Step 12 107.7875 | Step 13 114.3250 | Step 14 120.0625 | Step 15 126.0000 | Step 16 130.9750 | Step 17 135.1250 | Step 18 139.2750 | Step 19 143.5875 | Step 20 148.1125 |

SEIU Nurse Hourly Step Rates for FY26-27 - Effective Date 7/1/2026

| Class Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 2320 Registered Nurse | \$84.5250 | \$87.1625 | \$90.7875 | \$93.3500 | \$96.2625 | \$100.1625 | \$103.2750 | \$106.4875 | \$109.8250 | \$113.1250 |
| 2323 Clinical Nurse Specialist | \$104.7375 | \$109.9375 | \$116.6125 | \$122.4625 | \$128.5250 | \$133.6000 | \$137.8250 | \$142.0625 | \$146.4625 | \$151.0750 |
| 2325 Nurse Midwife | \$95.0375 | \$99.7250 | \$105.7250 | \$110.9750 | \$116.6125 | \$121.2750 | \$125.0500 | \$128.9375 | \$132.9250 | \$137.0250 |
| 2328 Nurse Practitioner | \$104.6875 | \$110.0125 | \$116.5250 | \$122.3625 | \$128.5000 | \$133.6750 | \$137.8500 | \$142.1000 | \$146.4875 | \$151.0375 |
| 2330 Anesthetist | \$137.8875 | \$144.6875 | \$153.3625 | \$161.0625 | \$169.0500 | \$175.8625 | \$181.3250 | \$186.9500 | \$192.7875 | \$198.7625 |
| 2830 Public Health Nurse | \$84.5250 | \$87.1625 | \$90.7875 | \$93.3500 | \$96.2625 | \$100.1625 | \$103.2750 | \$106.4875 | \$109.8250 | \$113.1250 |
| P103 Special Nurse | \$105.6250 | \$108.9375 | \$113.4500 | \$116.6375 | \$120.3250 | \$125.2750 | \$129.1000 | \$133.1375 | \$137.2750 | \$141.4250 |
| 2325 Nurse Midwife | Step 11 104.7375 | Step 12 109.9375 | Step 13 116.6125 | Step 14 122.4625 | Step 15 128.5250 | Step 16 133.6000 | Step 17 137.8250 | Step 18 142.0625 | Step 19 146.4625 | Step 20 151.0750 |

SEIU Nurse Hourly Step Rates for FY26-27 - Effective Date 1/2/2027

| Class Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 2320 Registered Nurse | \$87.0625 | \$89.7750 | \$93.5125 | \$96.1500 | \$99.1500 | \$103.1625 | \$106.3750 | \$109.6875 | \$113.1250 | \$116.5250 |
| 2323 Clinical Nurse Specialist | \$107.8750 | \$113.2375 | \$120.1125 | \$126.1375 | \$132.3750 | \$137.6125 | \$141.9625 | \$146.3250 | \$150.8625 | \$155.6125 |
| 2325 Nurse Midwife | \$97.8875 | \$102.7125 | \$108.9000 | \$114.3000 | \$120.1125 | \$124.9125 | \$128.8000 | \$132.8000 | \$136.9125 | \$141.1375 |
| 2328 Nurse Practitioner | \$107.8250 | \$113.3125 | \$120.0250 | \$126.0375 | \$132.3500 | \$137.6875 | \$141.9875 | \$146.3625 | \$150.8875 | \$155.5625 |
| 2330 Anesthetist | \$142.0250 | \$149.0250 | \$157.9625 | \$165.9000 | \$174.1250 | \$181.1375 | \$186.7625 | \$192.5625 | \$198.5750 | \$204.7250 |
| 2830 Public Health Nurse | \$87.0625 | \$89.7750 | \$93.5125 | \$96.1500 | \$99.1500 | \$103.1625 | \$106.3750 | \$109.6875 | \$113.1250 | \$116.5250 |
| P103 Special Nurse | \$108.8000 | \$112.2000 | \$116.8500 | \$120.1375 | \$123.9375 | \$129.0375 | \$132.9750 | \$137.1375 | \$141.3875 | \$145.6625 |
| 2325 Nurse Midwife | Step 11 107.8750 | Step 12 113.2375 | Step 13 120.1125 | Step 14 126.1375 | Step 15 132.3750 | Step 16 137.6125 | Step 17 141.9625 | Step 18 146.3250 | Step 19 150.8625 | Step 20 155.6125 |

SEIU Nurse Hourly Step Rates for FY26-27 - Effective Date COB 6/30/2027

| Class | Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|-------|---------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 2320 | Registered Nurse | \$89.6750 | \$92.4625 | \$96.3125 | \$99.0375 | \$102.1250 | \$106.2625 | \$109.5625 | \$112.9750 | \$116.5250 | \$120.0250 |
| 2323 | Clinical Nurse Specialist | \$111.1125 | \$116.6375 | \$123.7125 | \$129.9250 | \$136.3500 | \$141.7375 | \$146.2250 | \$150.7125 | \$155.3875 | \$160.2750 |
| 2325 | Nurse Midwife | \$100.8250 | \$105.8000 | \$112.1625 | \$117.7250 | \$123.7125 | \$128.6625 | \$132.6625 | \$136.7875 | \$141.0250 | \$145.3750 |
| 2328 | Nurse Practitioner | \$111.0625 | \$116.7125 | \$123.6250 | \$129.8125 | \$136.3250 | \$141.8125 | \$146.2500 | \$150.7500 | \$155.4125 | \$160.2250 |
| 2330 | Anesthetist | \$146.2875 | \$153.5000 | \$162.7000 | \$170.8750 | \$179.3500 | \$186.5750 | \$192.3625 | \$198.3375 | \$204.5375 | \$210.8625 |
| 2830 | Public Health Nurse | \$89.6750 | \$92.4625 | \$96.3125 | \$99.0375 | \$102.1250 | \$106.2625 | \$109.5625 | \$112.9750 | \$116.5250 | \$120.0250 |
| P103 | Special Nurse | \$112.0625 | \$115.5625 | \$120.3500 | \$123.7375 | \$127.6500 | \$132.9125 | \$136.9625 | \$141.2500 | \$145.6250 | \$150.0375 |
| 2325 | Nurse Midwife | Step 11 111.1125 | Step 12 116.6375 | Step 13 123.7125 | Step 14 129.9250 | Step 15 136.3500 | Step 16 141.7375 | Step 17 146.2250 | Step 18 150.7125 | Step 19 155.3875 | Step 20 160.2750 |

RE: DPH [DHRPSC0006206] submitted for Union Review

From Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>

Date Fri 4/10/2026 2:50 PM

To Carey Dall <Carey.Dall@seiu1021.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>

Cc Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Albert, Reanna (DPH) <reanna.albert@sfdph.org>

 1 attachment (243 KB)

PSC Slide Deck - FY 26-27.pdf;

Hi Carey,

Troy asked that I send you the PowerPoint from our meeting this week. Please see attached and let me know if you have any questions.

Best,

Claudia Nehme

Nursing Leadership Analyst
[San Francisco Health Network \(SFHN\)](#)

Located at Laguna Honda Hospital Admin Building Office 402

The Integrated Delivery System of
[The San Francisco Department of Public Health](#)
City and County of San Francisco

*please note my phone numbers have changed
Email: claudia.nehme@sfdph.org
Desk Phone: 628-217-7239 **(Mon-Thurs)**
Work Number: 415-770-8116 **(Fridays or off hours)**



SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

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any attachments. Disclosure of the PHI contained herein may subject the discloser to civil or criminal penalties under state and federal privacy laws.

From: Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Sent: Tuesday, April 7, 2026 4:47 PM

To: Carey Dall <Carey.Dall@seiu1021.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <luccinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; DPH-sfdph-psccordinator <sfdph-psccordinator@sfdph.org>

Subject: Re: DPH [DHRPSC0006206] submitted for Union Review

Hi Carey,

After discussing with our team, we would prefer to hold one combined meeting and have a conversation about both PSCs at the same time, rather than discussing one PSC after the other. Please let us know if that works for SEIU.

Thank you,
Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator

SFDPH Office of Contracts Management & Compliance

101 Grove Street, Room 410

San Francisco, CA 94102

reanna.albert@sfdph.org

628-271-6178

From: Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Sent: Tuesday, April 7, 2026 2:08 PM

To: Carey Dall <Carey.Dall@seiu1021.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <luccinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; DPH-sfdph-psccordinator <sfdph-psccordinator@sfdph.org>

Subject: Re: DPH [DHRPSC0006206] submitted for Union Review

Hi Carey,

Attached please find responses and associated attachments to your RFI for PSC 6206 Registered Nursing.

For question #2, *All invoices and DPH performance evaluations for services rendered by vendors to whom these services were contracted out in the past 3 years*, please note our following response:

At this time, we do not agree that vendor performance evaluations or invoices from the past three years are relevant to the PSC authority request. We maintain that the purpose of the PSC process is to evaluate the current operational need for registry staffing and the justification for the authority request, not to audit past vendor performance or historical billing activity. To the extent the union believes additional information is necessary beyond what is relevant to the PSC process, we are open to discussing that further in the meeting.

We are happy to provide responsive and relevant documentation and will be prepared to explain the basis for the PSC authority request at the meeting.

Thanks,
Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator
SFDPH Office of Contracts Management & Compliance
101 Grove Street, Room 410
San Francisco, CA 94102
reanna.albert@sfdph.org
628-271-6178

From: Carey Dall <Carey.Dall@seiu1021.org>

Sent: Thursday, April 2, 2026 10:14 AM

To: Albert, Reanna (DPH) <reanna.albert@sfdph.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>

Subject: RE: DPH [DHRPSC0006206] submitted for Union Review

Hello Reanna –

If we're going to do both registry PSCs on 4/8, our preference is to do one right after the other.

We propose doing 6205 at 11am, and 6206 immediately thereafter.

Please let me know if this works for your team.

CD

From: Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Sent: Monday, March 30, 2026 11:53 AM

To: Carey Dall <Carey.Dall@seiu1021.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon

(DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>

Subject: Re: DPH [DHRPSC0006206] submitted for Union Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Carey,

Confirming receipt of your email. DPH staff are preparing responses to your questions. Regarding potential dates/times, could we please request an extension to meet with SEIU next week instead of this week, at any of the times below? Our CFO is currently out of the office, and we would like him to review the information we're compiling prior to the meeting.

Below is DPH staff availability. Please let me know what works best for SEIU.

Weds 4/8 at 9am
Weds 4/8 at 11am
Weds 4/8 at 4pm

Thank you,
Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator
SFDPH Office of Contracts Management & Compliance
101 Grove Street, Room 410
San Francisco, CA 94102
reanna.albert@sfdph.org
628-271-6178

From: Carey Dall <Carey.Dall@seiu1021.org>

Sent: Friday, March 27, 2026 5:13 PM

To: DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Albert, Reanna (DPH) <reanna.albert@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>

Cc: DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>

Subject: RE: DPH [DHRPSC0006206] submitted for Union Review

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

Hello –

SEIU 1021 objects to this PSC and demands to meet and confer.

Please send us dates/times.

Meanwhile, we request the following information before we meet:

- The names of vendors and contracts used previously to contract out registry services for RN 2320, and copies of the contracts with the associated vendors.
- All invoices and DPH performance evaluations for services rendered by vendors to whom these services were contracted out in the past 3 years.
- The total amount of money spent on RN 2320 registry for the following fiscal years: 23/24, 24/25, and 25/26 (to date).
- Any department documents including strategic plans, department policies and procedures, legal and funding requirements, audits, etc. that led to the decision to seek registry usage at the rate of \$8.1 million per year.
- A list of department decision makers who determined the need to contract out these services.
- Vacancy data for RN 2320 for the past three years.
- Evaluation metrics and impact analysis conducted by DPH to assess the contractors' performance, including the vendors' abilities to provide staffing when requested.
- The specific DPH programs or systems of care that will be supported by the vendor.

In the event that SEIU 1021 requires further information, we will let you know.

Thank you.

Sincerely,

Carey Dall
SEIU Local 1021
Cell (415) 717-9604

From: CCSF IT Service Desk <ccsfdt@service-now.com>

Sent: Monday, March 23, 2026 11:11 AM

To: michelle.ruggels@sfdph.org; ian.fernando@sfdph.org; DHR-PersonalServicesContracts@sfgov.org; victoria.falcon@sfdph.org; terry.dentoni@sfdph.org; luenna.kim@sfdph.org; ramon.williams@sfdph.org; lisa.lui@sfdph.org; troy.williams@sfdph.org; gillian.otway@sfdph.org; claudia.nehme@sfdph.org; jonathan.lyens@sfdph.org; lucinda.huang@sfdph.org; PSCreview <PSCreview@seiu1021.org>; mylando.nguyen@sfdph.org; reanna.albert@sfdph.org; letania.ferreira@sfdph.org

Subject: DPH [DHRPSC0006206] submitted for Union Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello union representatives,

DPH is requesting your review of PSC [DHRPSC0006206]. Please see relevant details of this request below and in the attached document(s). **Should you have any questions or objections, please state them by replying all to this email by 2026-04-22. If you would like to request a factfinder review for this PSC, please submit the [PSC factfinder review request form](#) within 5 days of your initial meeting with the department.**

PSC Summary

=====

Record Number: DHRPSC0006206 v 0.01

Description of Proposed Work: Contractors will provide the San Francisco Health Network (SFHN), which includes San Francisco General Hospital, Laguna Honda Hospital, and Ambulatory Care Services (includes Jail Health Services, Primary Care, Whole Person Integrated Care, Maternal Child Adolescent Health, HIV Health Services) a continuous, reliable source of intermittent, supplemental, and travel nursing personnel to backfill staffing in times of staffing challenges.

Request Type: New

Approval Type: CSC Approval

CSC Review Reason(s):

✔CSC Approval by Amount

Submitting Department: DPH

Dept PSC Coordinator: Reanna Albert

Dept PSC Coordinator Email: reanna.albert@sfdph.org

Dept PSC Coordinator Phone: +1 (415) 557-6693

PSC Amount: \$8,100,000.00

PSC Duration (months): 12

Funding Source(s): City Funds

Scope of Work: Contractors will provide the San Francisco Health Network (SFHN), which includes San Francisco General Hospital (SFGH), Laguna Honda Hospital (LHH), and Ambulatory Care Services (includes Jail Health Services, Primary Care, Whole Person Integrated Care, Maternal Child Adolescent Health, HIV Health Services) a continuous, reliable source of intermittent, supplemental, and travel nursing personnel to backfill staffing in times of staffing challenges. Reasons for staffing challenges may include patient census surge and backfilling nursing vacancies and leaves of absence. We must have supplemental staffing to ensure the SFHN meets California State mandated nurse-to-patient staffing ratio requirements and ensure safe and high-quality patient care.

Job Class(es): 2320 - Registered Nurse

Labor Unions: 791 - SEIU 1021 Staff & Per Diem RNs

PSC Justification(s)

=====

✔Services required on an as-needed, intermittent, or periodic basis

✔Services requiring specialized expertise, knowledge experience

Ref:TIS6541849_fzuZUAfZd4Qg7bw5xP7y

PSC 6206: DPH-
SEIU Second
Meeting on April
30, 2026 and
Proposals for
Settlement



San Francisco Department of Public Health

Daniel Tsai
Director of Health

City and County of San Francisco
Daniel Lurie
Mayor

PSC 6206 (Registered Nursing)

DPH & SEIU Meeting Minutes – 3:30-4:30pm on 4/30/26

Attendees:

My Lan Do Nguyen, DPH Manager of Pre-Award Unit

Reanna Albert, DPH PSC Coordinator

Letania Ferreira, DPH Junior PSC Coordinator

Troy Williams, DPH SFHN Chief Nursing Officer

Claudia Nehme, DPH Nursing Leadership Analyst

Erika Thorson, DPH Director of Hiring and Selection

Jonathan Lyens, DPH Director of Contract Strategy

Gillian Otway, DPH Chief Nursing Officer

Ramon Williams, DPH Director of Labor Relations

Carey Dall, SEIU Field Rep

Dominic Curcuruto, SEIU Field Rep for Nurses at ZFGH

Katie Aschero, SEIU Chapter President and RN in Emergency Dept

Joseph Duncan, SEIU Jail Health Services Co-Chair

Derek Arthur, SEIU Field Rep covering RNs

Daniela Vargas, SEIU Field REP

The meeting started at 3:32

DPH & SEIU did introductions.

DPH: I want to turn it over to Gillian and Troy to provide context. They will explain about the monthly meetings, and the feedback from staff about the RN registry usage.

DPH: I want to go over when and why we have used registry. There is the traditional use of registry to maintain operational needs and to backfill for leave or absences, as well as for critical care during the winter months. Usually in partnership with unit leadership, we discuss and review registry requests. Historically, we have used registry requests to provide safe staffing and to support us. On implementation, we have registry because we have staff that were pulled out. When COVID hit, we saw what New York looked like, and we didn't want that to happen here. Maintain hospital operations and backfill when staff were out. Surge versus traditional registry. Today we have 7 RN registry in-house, 6 are in the ICU, 1 is 4A skilled nursing facility.

DPH: Some of the review processes we have put in place. We want to thank everyone for the partnership and collaboration. 2 years ago we were using registry for big things. Since then, we put in a process to make sure we are watching the registry and have a standardized process. Whenever there is a request for registry, there is a form in a database that we use to fill vacancies and leaves. We think that it has worked well over the last 2 years.

DPH: We have seen 91% decrease in registry usage, along with the great work we did with hiring. We have done a great job in filling out positions. We only have 14 RNs working in the network – that is a huge improvement. We have done a lot of good work. My priority is the health network. We want employees caring for patients. The PSC amount is \$8.5 million, which is a decline in authority. We are excited to continue to collaborate with you. We are hopeful that you will consider retracting your objection to this PSC.

DPH: We will turn it over to you, SEIU.

SEIU: Thank you for your comments. As we did earlier this morning, Reanna and My Lan, I am going to send you a settlement proposal right now. Hopefully you get it.

DPH: Do you want me to share my screen again?

SEIU: yeah, please.

SEIU: Conceptually, as Troy just discussed, in the current moment the use of the registry is tied to vacancies and leaves. We want to memorialize this to make sure that the registry is not used for hiring.

SEIU: We do not agree with the amount, we propose a \$4-million-dollar registry, if a surge or a pandemic happens, we will partner with you in making a reasonable request to CSC for expansion of registry funds.

DPH: We would like to have an internal meeting to discuss this proposal.

DPH goes into caucus.

DPH returned from the caucus at 4pm.

DPH: We will provide you with a written response within 1 week period. But we want to make sure we understand the reasons behind the request.

DPH: For number 1, I want to clarify that vacancies, leave of absence, and surge are important for the use of registry. We have worked with the staff there, they have requested surge and I want to make sure that is captured. Surge is often unknown. If we have to go back to the CSC for an emergency, that is a delay and we will not be able to provide the care we need to provide.

SEIU: That was an oversight on my part, I internalized you saying vacancies and leaves. So, there is a predictable surge and the need for preparation in case of another pandemic.

SEIU: You are telling me that you can reasonably predict the surges that happen every year?

DPH: We can, we have historical data that supports the ICUs. 2 years ago, it started in September/October. It is usually time-limited and temporary. We can end contracts early or bring them in earlier, depending on what we are seeing in the ICUs with the census and acuity. We work closely with the leadership team in the ICU. We talk about this with you at our monthly labor monitoring meetings. It is part of our operation, and it has supported critical care, and the 4th floor ICU.

DPH: 2 years ago, it was an unprecedented surge. I want to make sure we have consistency with the messaging, but if you are saying it was a typo...

SEIU: I am not saying it is a typo, it was an oversight. If you can predict it, then I guess the follow up question is how do you monetize it? How is your \$8.1 million distributed for surges, vacancies and leaves of absence?

DPH: Great question, our process is very data driven. We work with finance closely, we look at burn rates, historical surges, and we come up with numbers based on data. There is unpredictability. The \$8.1 million (33% less than last year) is what we feel we need going into this. It is very data driven. We look at the data and the historical.

DPH: We want to get SEIU's thoughts on point number 2.

SEIU: Point 2. You are saying vacancy is 0% with attrition, without attrition that doesn't look pretty.

SEIU: There are 17 vacancies in Laguna, 13 units in Laguna. You are missing almost 1 RN per unit. Can you confirm the attrition percentage to get the vacancy rates?

DPH: The attrition is just shy of 8%. We have 89 RN vacancies across all of DPH, out of 1600 across all of DPH. 5.09% vacancy rate. Those numbers are considerably better than they were over the last two years.

SEIU: I mean, I think the union takes a position that we do not accept vacancy rates minus attrition. This percentage seems pretty high to me. The vacancy rates from the SNF are 8%. 27%

in a diff department and 36% in another department. If you put it all in a bucket it impacts people's work dynamics.

DPH: Thank you for sharing that. For number 3, we would like to understand the \$4 million number.

SEIU: I am feeling in the dark concerning what this data driven \$8.1 million actually represents. What we understand is that many millions are being put aside for another pandemic, for another winter surge, for vacancies, etc. But we do not have that information.

DPH: To understand you correctly, you took the number that we are requesting, and you cut it in half? Is that the same formula that is applied here?

SEIU: It is an opening bargaining position, and we are more than willing to entertain any serious position you have. We do not understand why you need \$8.1 million. The fact that you cannot show how much you spent on each classification, we need to know that.

DPH: The way the PSCs were split out prior to last years, the RNs were the ancillary. When invoice or bill comes in, they get charged to the POs. We cannot parse out which were RNs versus Ancillary. This year we have added increased PDSA. We are working to get better and better. The most recent year it is parsed out to be the RN expenditure.

DPH: The \$8.1 million for RNs, we now are showing a track record of not spending all the authority. We want contingencies in place. We went from \$100 million down to \$55 million. Every year we are returning unspent authority. We are overseeing this process better and we want to make sure that this is recognized. We are not saying we are going to spend all \$8.1 million, but we need it there in case we need it.

SEIU: I am getting interest from my team in caucusing.

DPH: Ok, we can drop off and you let us know when we can come back.

SEIU sent a message at 4:28 saying they needed a few more minutes.

SEIU sent another message at 4:36 saying they were ready and DPH returned to the call.

SEIU: Thank you for your patience and the questions. I will hand it off to Derek.

SEIU: We want to clarify things concerning your question about our proposal around the budget for \$4 million and how we came out with that budget.

SEIU: For the 2320 classification for the fiscal year of 2026 to date there were \$1.2 million. It is our responsibility to make sure that the city makes good use of public money and DPH and Laguna have done the layoff of 4 RNs at Laguna, which has provided a burn rate. Given that, the \$4 million dollars is pretty reasonable.

DPH: Thank you for sharing those perspectives. We are going to review the documents you provided, if you could post the proposal to the wider group thread and we will respond on our end within 1 week and we will proceed from there.

DPH: Look forward to hearing from everyone.

SEIU 1021 Proposals for Settlement – PSC 6206

1. Usage of registry directly tied to vacancies and leaves of absence. Usage of registry cannot be used to cover for lack of hiring. DPH must maintain a dashboard showing the relation of each individual registry use and its cost to a position number for vacancy or leave of absence.
2. Ongoing monthly monitoring meetings with ongoing release for SEIU 1021 member leaders from SFGH, LHH, and Community Clinics/Primary Care. Monitoring meetings will have a standing agenda item focusing on DPH's action plans for full staffing in units identified as having staffing shortages or high vacancy rates.
3. PSC Amount: \$4 million. If pandemic or other surge occurs, DPH returns to CSC for emergency registry expansion. SEIU 1021 will support any reasonable request in such a context.

SFHN Response to SEIU 1021 Proposal for Settlement

The scope of Personal Service Contracts as outlined in the Policy of the Civil Service Commission on Personal Service contracts, approved November 6, 2023 and dated December 19, 2023 is as follows: (1) “[i]mmediately needed services to address unanticipated or transitional situations, or services needed to address urgent situations that do not rise to the level of an “emergency”; “[s]ervices required on an as-needed, intermittent or periodic basis.” In accordance with the aforementioned policy, SFHN utilizes registry to backfill vacancies, leaves, and unforeseen circumstances such as patient surge (not rising to the level as ‘emergency’) on an as-needed basis, as outlined in the PSC 6206 submission.

In response to SEIU’s proposals:

(1) Usage of registry directly tied to vacancies and leaves of absence. Usage of registry cannot be used to cover for lack of hiring. DPH must maintain a dashboard showing the relation of each individual registry use and its cost to a position number for vacancy or leave of absence.

SFHN Response: As stated in SFHN’s PSC 6206 submission and in the initial PSC review meeting with SEIU, SFHN remains committed to using nursing registry only when necessary, and leadership continues to limit registry utilization to vacancies, leaves, and unforeseen circumstances such as sudden patient surges. This approach reflects our shared responsibility to ensure safe, continuous patient care while also maintaining responsible and judicious use of registry resources. At the same time, SFHN must retain the ability to make operational decisions required to meet patient care needs in real time. We value the partnership with labor and will continue to monitor usage and proactively communicate around trends and staffing needs.

Additionally, SFHN meets with SEIU representatives monthly to share data regarding the use of registry and how it relates to each of the aforementioned categories. SFHN is committed to the continuation of this data sharing and monthly reports; however, SFHN cannot provide specific position numbers due to employee confidentiality.

(2) Ongoing monthly monitoring meetings with ongoing release for SEIU 1021 member leaders from SFGH, LHH, and Community Clinics/Primary Care. Monitoring meetings will have a standing agenda item focusing on DPH’s action plans for full staffing in units identified as having staffing shortages or high vacancy rates.

SFHN Response: SFHN Nursing Leadership and HR Leadership have met with SEIU twenty-three (23) times as of May 1st to discuss registry across all SFHN locations. SFHN remains committed to the ongoing monthly meetings and collaboration with SEIU. The monthly monitoring meetings include a detailed review of our registry utilization dashboards and a review of the HR vacancy report. There is also time allocated for questions and round table discussion related to nursing units utilizing registry. However, monthly Labor Monitoring Committees are the appropriate setting for staffing discussions and action plans.

(3) PSC Amount: \$4 million. If pandemic or other surge occurs, DPH returns to CSC for emergency registry expansion. SEIU 1021 will support any reasonable request in such a context.

SFHN Response: Nursing Leadership is responsible for the care of all SF patients and must uphold the mission and vision of San Francisco's Department of Public Health. SFHN maintains the goal of ensuring quality care is delivered to patients by permanent civil service staff. However, in times of need, the use of registry ensures SFHN has the clinical resources present to provide critical patient care. SFHN may not have the time to present to CSC if an emergent issue arises and must be able to respond nimbly when the operational needs are critical and patient care and patient safety are on the line. Additionally SFHN must ensure staffing meets or exceeds Title 22 and MOU nurse-to-patient ratios. As such, SFHN Nursing Leadership requests \$8.1 million in PSC authority to ensure safe patient care is provided, despite any unforeseen circumstances. Nursing leadership diligently reviews past registry usage and current registry burn rates along with contingencies for the fluid landscape that is health care nursing operations when requesting authority. This request is approximately 33% less than last year's PSC request demonstrating SFHN's commitment to keep registry levels low. SFHN monitors registry utilization with fiduciary concern and responsibility. SFHN does not seek to spend all granted authority; however, SFHN maintains that the request for additional buffer in the PSC authority is critical to ensure SFHN is able to respond immediately to unforeseen issues needing extremely fast turnaround to ensure safe patient care.

Re: PSC 6206 - SEIU 1021 Proposal for Agreement

From Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>

Date Fri 5/8/2026 4:17 PM

To Carey Dall <Carey.Dall@seiu1021.org>; Albert, Reanna (DPH) <reanna.albert@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Murrell, Drew (DPH) <drew.murrell@sfdph.org>; Thorson, Erika (DPH) <erika.thorson@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; DPH-sfdph-psccordinator <sfdph-psccordinator@sfdph.org>

Cc Nato Green <nato.green@seiu1021.org>; Dominic Curcuruto <Dominic.Curcuruto@seiu1021.org>; Derek Arthur <Derek.Arthur@seiu1021.org>; Najuawanda Daniels <najuawanda.daniels@seiu1021.org>; Poole, Danielle (DPH) <danielle.s.poole@sfdph.org>; Rob Szykowny <rszykowny@unioncounsel.net>; Aschero, Katie (DPH) <katie.aschero@sfdph.org>; Duncan, Joseph (DPH) <joseph.duncan@sfdph.org>; Healy, Maria-Elena (DPH) <maria-elena.healy@sfdph.org>

Hi Carey,

Thank you for your email and for reaffirming SEIU 1021's commitment to continued discussions regarding the Registered Nursing Registry PSC.

We want to reiterate that the Department remains fully willing to meet and address the union's concerns. The Civil Service Commission specifically requested that the department and SEIU 1021 meet together not only to exchange information, but also to work through the union's questions and attempt to reach agreement so that we may return to the Commission with a jointly supported PSC recommendation. We remain committed to that expectation.

As you know, we have been meeting monthly per the CSC's direction for nearly two years, and we value the union's engagement in those sessions. We also acknowledge your stated objections and your continued willingness to meet in an effort to resolve them. Regarding your request to postpone the PSC from the May 18 CSC calendar, we understand the scheduling conflict created by the Fact-Finding hearing. In the interest of ensuring the union has a full opportunity to participate, the department has already requested that this item be moved to the June 1 CSC meeting.

In the meantime, we also welcome the opportunity to meet with you before that date to continue working toward resolving your concerns and, ideally, returning to the CSC with shared agreement. Please provide your availability so that we can schedule this follow-up discussion promptly.

We appreciate your partnership and look forward to continuing our work together!

My Lan

My Lan Do Nguyen (she/her)

Manager of Contractual Pre-Award, Compliance and Training Services

Office of Contracts Management and Compliance

San Francisco Department of Public Health

101 Grove St., Room 410

San Francisco, CA 94102
mylando.nguyen@sfdph.org
628-271-7580 (WRK-Teams)

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From: Carey Dall <Carey.Dall@seiu1021.org>

Sent: Friday, May 8, 2026 11:45 AM

To: Albert, Reanna (DPH) <reanna.albert@sfdph.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Murrell, Drew (DPH) <drew.murrell@sfdph.org>; Thorson, Erika (DPH) <erika.thorson@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; DPH-sfdph-psccordinator <sfdph-psccordinator@sfdph.org>

Cc: Nato Green <nato.green@seiu1021.org>; Dominic Curcuruto <Dominic.Curcuruto@seiu1021.org>; Derek Arthur <Derek.Arthur@seiu1021.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; Poole, Danielle (DPH) <danielle.s.poole@sfdph.org>; Rob Szykowny <rszykowny@unioncounsel.net>; Aschero, Katie (DPH) <katie.aschero@sfdph.org>; Duncan, Joseph (DPH) <joseph.duncan@sfdph.org>; Healy, Maria-Elena (DPH) <maria-elena.healy@sfdph.org>

Subject: RE: PSC 6206 - SEIU 1021 Proposal for Agreement

Hello Reanna et al –

As with your response to our attempt to settle the dispute around the ancillary nursing registry PSC 6205, DPH's response to our proposals around PSC 6206 provide no substantive effort to meet our needs or reach agreement. SEIU 1021 therefore maintains its objection.

We remain committed and willing to meeting with you in an attempt to reach agreement around this PSC. Please let us know if you have any interest in meeting to continue negotiating.

Finally, SEIU 1021 requests that this PSC be pulled from the calendar for the May 18 Civil Service Commission meeting, and rescheduled for the following meeting. Many of us in this email thread will be engaged in a Fact Finding Hearing with Arbitrator Dooley that day, rendering us unavailable for comment at the CSC meeting. Please advise as to your willingness to postpone to the following CSC meeting.

Thank you.

Carey Dall
SEIU Local 1021
Cell (415) 717-9604

From: Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Sent: Tuesday, May 5, 2026 1:48 PM

To: Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Carey Dall <Carey.Dall@seiu1021.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Otway, Gillian (DPH)

<gillian.otway@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Murrell, Drew (DPH) <drew.murrell@sfdph.org>; Thorson, Erika (DPH) <erika.thorson@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>; DPH-sfdph-psccoordinator <sfdph-psccoordinator@sfdph.org>
Cc: Nato Green <nato.green@seiu1021.org>; Dominic Curcuruto <Dominic.Curcuruto@seiu1021.org>; Derek Arthur <Derek.Arthur@seiu1021.org>; Najuwanda Daniels <Najuawanda.Daniels@seiu1021.org>; Poole, Danielle (DPH) <danielle.s.poole@sfdph.org>; Rob Szykowny <rszykowny@unioncounsel.net>; Aschero, Katie (DPH) <katie.aschero@sfdph.org>; Duncan, Joseph (DPH) <joseph.duncan@sfdph.org>; Healy, Maria-Elena (DPH) <maria-elena.healy@sfdph.org>

Subject: Re: PSC 6206 - SEIU 1021 Proposal for Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Carey,

Attached please find DPH's written response to the proposals that SEIU presented during our last meeting for PSC 6206. Thank you.

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator
SFDPH Office of Contracts Management & Compliance
101 Grove Street, Room 410
San Francisco, CA 94102
reanna.albert@sfdph.org
628-271-6178

From: Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>

Sent: Friday, May 1, 2026 10:50 AM

To: Carey Dall <Carey.Dall@seiu1021.org>; Albert, Reanna (DPH) <reanna.albert@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Murrell, Drew (DPH) <drew.murrell@sfdph.org>; Thorson, Erika (DPH) <erika.thorson@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>; DPH-sfdph-psccoordinator <sfdph-psccoordinator@sfdph.org>
Cc: Nato Green <nato.green@seiu1021.org>; Dominic Curcuruto <[Dominic.Curcuruto@seiu1021.org](mailto: Dominic.Curcuruto@seiu1021.org)>; Derek Arthur <Derek.Arthur@seiu1021.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; Poole, Danielle (DPH) <danielle.s.poole@sfdph.org>; Rob Szykowny <rszykowny@unioncounsel.net>; Aschero, Katie (DPH) <katie.aschero@sfdph.org>; Duncan, Joseph (DPH) <joseph.duncan@sfdph.org>; Healy, Maria-Elena (DPH) <maria-elena.healy@sfdph.org>

Subject: Re: PSC 6206 - SEIU 1021 Proposal for Agreement

Hi Carey,

Thank you again for all the work you and the SEIU team put into yesterday's discussion. We are grateful to everyone who participated.

DPH confirms receipt of the proposals and will provide a written response within one week.

We did want to clarify one point from the discussion. For proposal number one, our shared understanding was that the term "surge" was inadvertently left out, and that SEIU would add it back in as one of the three conditions under which you are proposing to limit the use of nursing registry.

We also wanted to confirm whether SEIU is open to amending proposal number one for PSC 6205 (ancillary nursing) to similarly reflect that registry may be used for vacancies, leaves of absence, and surge.

Thank you again, and we look forward to continuing the conversation.

Wishing you and everyone a restful and relaxing weekend!

My Lan

My Lan Do Nguyen (she/her)

Manager of Contractual Pre-Award, Compliance and Training Services
Office of Contracts Management and Compliance
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101 Grove St., Room 410
San Francisco, CA 94102
mylando.nguyen@sfdph.org
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From: Carey Dall <Carey.Dall@seiu1021.org>

Sent: Friday, May 1, 2026 10:40 AM

To: Carey Dall <Carey.Dall@seiu1021.org>; Albert, Reanna (DPH) <reanna.albert@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Murrell, Drew (DPH) <drew.murrell@sfdph.org>; Thorson, Erika (DPH) <erika.thorson@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>; DPH-sfdph-psccoordinator <sfdph-psccoordinator@sfdph.org>

Cc: Nato Green <nato.green@seiu1021.org>; Dominic Curcuruto <Dominic.Curcuruto@seiu1021.org>; Derek Arthur <Derek.Arthur@seiu1021.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; Poole, Danielle (DPH) <danielle.s.poole@sfdph.org>; Rob Szykowny <rszykowny@unioncounsel.net>; Aschero, Katie (DPH) <katie.aschero@sfdph.org>; Duncan, Joseph (DPH) <joseph.duncan@sfdph.org>; Healy, Maria-Elena (DPH) <maria-elena.healy@sfdph.org>

Subject: PSC 6206 - SEIU 1021 Proposal for Agreement

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Hello all –

Thank you for meeting with us yesterday on PSC 6206 (Nursing Registry). During the meeting, SEIU 1021 offered proposals for reaching agreement around PSC 6206 (please see attached). We understand that DPH will respond to our proposals after internal review – please let us know in writing when we can expect your response.

Regards,

Carey Dall
SEIU Local 1021
Cell (415) 717-9604

Re: DPH [DHRPSC0006206] submitted for Union Review

From Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Date Tue 4/28/2026 11:42 AM

To Carey Dall <Carey.Dall@seiu1021.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; Thorson, Erika (DPH) <erika.thorson@sfdph.org>; Poole, Danielle (DPH) <danielle.s.poole@sfdph.org>

Cc Aschero, Katie (DPH) <katie.aschero@sfdph.org>; Daniela Vargas <danielvarg@gmail.com>; Duncan, Joseph (DPH) <joseph.duncan@sfdph.org>; Cramer, Aaron (DPH) <aaron.cramer@sfdph.org>; Healy, Maria-Elena (DPH) <maria-elena.healy@sfdph.org>

Hi Carey,

As the Contracts team does not have the authority to release staff, we will defer to the Labor Relations team (@Hoffer, Daniel (DPH) and @Poole, Danielle (DPH)) to confirm.

Thanks,
Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator
SFDPH Office of Contracts Management & Compliance
101 Grove Street, Room 410
San Francisco, CA 94102
reanna.albert@sfdph.org
628-271-6178

From: Carey Dall <Carey.Dall@seiu1021.org>

Sent: Tuesday, April 28, 2026 11:38 AM

To: Albert, Reanna (DPH) <reanna.albert@sfdph.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; Thorson, Erika (DPH) <erika.thorson@sfdph.org>

Cc: Aschero, Katie (DPH) <katie.aschero@sfdph.org>; Daniela Vargas <daniavarg@gmail.com>; Duncan, Joseph (DPH) <joseph.duncan@sfdph.org>; Cramer, Aaron (DPH) <aaron.cramer@sfdph.org>; Healy, Maria-Elena (DPH) <maria-elena.healy@sfdph.org>

Subject: RE: DPH [DHRPSC0006206] submitted for Union Review

Thank you, Reanna.

For purposes of this meeting please have the following SEIU 1021 members released at 3pm on April 30:

- Katie Aschero
- Maria-Elena Healy
- Daniela Vargas

Regards,
Carey

From: Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Sent: Tuesday, April 28, 2026 11:25 AM

To: Carey Dall <Carey.Dall@seiu1021.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <luccinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>; Thorson, Erika (DPH) <erika.thorson@sfdph.org>

Subject: Re: DPH [DHRPSC0006206] submitted for Union Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Carey,

Following up on our phone conversation earlier, the meeting for PSC 6206 has been scheduled for Thursday, 4/30 at 3:30pm. Thank you.

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator
SFDPH Office of Contracts Management & Compliance
101 Grove Street, Room 410
San Francisco, CA 94102
reanna.albert@sfdph.org
628-271-6178

From: Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Sent: Monday, April 27, 2026 2:44 PM

To: Carey Dall <Carey.Dall@seiu1021.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH)

<lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>
Subject: Re: DPH [DHRPSC0006206] submitted for Union Review

Hi Carey,

Below are possible times to meet this week regarding PSC 6206, which will be a separate discussion from 6205. Please advise what works best for SEIU. Thank you.

Weds, 4/29 - 11:30am

Weds, 4/29 - 2:30pm

Thurs, 4/30 - 3:30pm

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator
SFDPH Office of Contracts Management & Compliance
101 Grove Street, Room 410
San Francisco, CA 94102
reanna.albert@sfdph.org
628-271-6178

From: Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Sent: Thursday, April 2, 2026 12:37 PM

To: Carey Dall <Carey.Dall@seiu1021.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>

Subject: Re: DPH [DHRPSC0006206] submitted for Union Review

Hi Carey,

Thank you for confirming 4/8. We can start with PSC 6205 at 11am, followed by 6206. I'll send a calendar invite shortly.

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator
SFDPH Office of Contracts Management & Compliance
101 Grove Street, Room 410
San Francisco, CA 94102
reanna.albert@sfdph.org
628-271-6178

From: Carey Dall <Carey.Dall@seiu1021.org>

Sent: Thursday, April 2, 2026 10:14 AM

To: Albert, Reanna (DPH) <reanna.albert@sfdph.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH)

<lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>

Subject: RE: DPH [DHRPSC0006206] submitted for Union Review

Hello Reanna –

If we're going to do both registry PSCs on 4/8, our preference is to do one right after the other.

We propose doing 6205 at 11am, and 6206 immediately thereafter.

Please let me know if this works for your team.

CD

From: Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Sent: Monday, March 30, 2026 11:53 AM

To: Carey Dall <Carey.Dall@seiu1021.org>; DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>

Subject: Re: DPH [DHRPSC0006206] submitted for Union Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Carey,

Confirming receipt of your email. DPH staff are preparing responses to your questions. Regarding potential dates/times, could we please request an extension to meet with SEIU next week instead of this week, at any of the times below? Our CFO is currently out of the office, and we would like him to review the information we're compiling prior to the meeting.

Below is DPH staff availability. Please let me know what works best for SEIU.

Weds 4/8 at 9am

Weds 4/8 at 11am

Weds 4/8 at 4pm

Thank you,
Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator

SFDPH Office of Contracts Management & Compliance

101 Grove Street, Room 410

San Francisco, CA 94102

reanna.albert@sfdph.org

628-271-6178

From: Carey Dall <Carey.Dall@seiu1021.org>

Sent: Friday, March 27, 2026 5:13 PM

To: DT Service Now (TIS) <ccsfdt@service-now.com>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Fernando, Ian (DPH) <ian.fernando@sfdph.org>; DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Falcon, Victoria (DPH) <victoria.falcon@sfdph.org>; Dentoni, Terry (DPH) <terry.dentoni@sfdph.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Lui, Lisa (DPH) <lisa.lui@sfdph.org>; Williams, Troy (DPH) <troy.williams@sfdph.org>; Otway, Gillian (DPH) <gillian.otway@sfdph.org>; Nehme, Claudia (DPH) <claudia.nehme@sfdph.org>; Lyens, Jonathan (DPH) <jonathan.lyens@sfdph.org>; Huang, Lucinda (DPH) <lucinda.huang@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Albert, Reanna (DPH) <reanna.albert@sfdph.org>; Ferreira, Letania (DPH) <letania.ferreira@sfdph.org>

Cc: DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>

Subject: RE: DPH [DHRPSC0006206] submitted for Union Review

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

Hello –

SEIU 1021 objects to this PSC and demands to meet and confer.

Please send us dates/times.

Meanwhile, we request the following information before we meet:

- The names of vendors and contracts used previously to contract out registry services for RN 2320, and copies of the contracts with the associated vendors.
- All invoices and DPH performance evaluations for services rendered by vendors to whom these services were contracted out in the past 3 years.
- The total amount of money spent on RN 2320 registry for the following fiscal years: 23/24, 24/25, and 25/26 (to date).
- Any department documents including strategic plans, department policies and procedures, legal and funding requirements, audits, etc. that led to the decision to seek registry usage at the rate of \$8.1 million per year.
- A list of department decision makers who determined the need to contract out these services.
- Vacancy data for RN 2320 for the past three years.
- Evaluation metrics and impact analysis conducted by DPH to assess the contractors' performance, including the vendors' abilities to provide staffing when requested.
- The specific DPH programs or systems of care that will be supported by the vendor.

In the event that SEIU 1021 requires further information, we will let you know.

Thank you.

Sincerely,

Carey Dall

SEIU Local 1021
Cell (415) 717-9604

From: CCSF IT Service Desk <ccsfdt@service-now.com>
Sent: Monday, March 23, 2026 11:11 AM
To: michelle.ruggels@sfdph.org; ian.fernando@sfdph.org; DHR-PersonalServicesContracts@sfgov.org;
victoria.falcon@sfdph.org; terry.dentoni@sfdph.org; luenna.kim@sfdph.org; ramon.williams@sfdph.org;
lisa.lui@sfdph.org; troy.williams@sfdph.org; gillian.otway@sfdph.org; claudia.nehme@sfdph.org;
jonathan.lyens@sfdph.org; lucinda.huang@sfdph.org; PSCreview <PSCreview@seiu1021.org>;
mylando.nguyen@sfdph.org; reanna.albert@sfdph.org; letania.ferreira@sfdph.org
Subject: DPH [DHRPSC0006206] submitted for Union Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello union representatives,
DPH is requesting your review of PSC [DHRPSC0006206]. Please see relevant details of this request below and in the attached document(s). **Should you have any questions or objections, please state them by replying all to this email by 2026-04-22. If you would like to request a factfinder review for this PSC, please submit the [PSC factfinder review request form](#) within 5 days of your initial meeting with the department.**

PSC Summary

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Record Number: DHRPSC0006206 v 0.01

Description of Proposed Work: Contractors will provide the San Francisco Health Network (SFHN), which includes San Francisco General Hospital, Laguna Honda Hospital, and Ambulatory Care Services (includes Jail Health Services, Primary Care, Whole Person Integrated Care, Maternal Child Adolescent Health, HIV Health Services) a continuous, reliable source of intermittent, supplemental, and travel nursing personnel to backfill staffing in times of staffing challenges.

Request Type: New

Approval Type: CSC Approval

CSC Review Reason(s):

✔ CSC Approval by Amount

Submitting Department: DPH

Dept PSC Coordinator: Reanna Albert

Dept PSC Coordinator Email: reanna.albert@sfdph.org

Dept PSC Coordinator Phone: +1 (415) 557-6693

PSC Amount: \$8,100,000.00

PSC Duration (months): 12

Funding Source(s): City Funds

Scope of Work: Contractors will provide the San Francisco Health Network (SFHN), which includes San Francisco General Hospital (SFGH), Laguna Honda Hospital (LHH), and Ambulatory Care Services (includes Jail Health Services, Primary Care, Whole Person Integrated Care, Maternal Child Adolescent Health, HIV Health Services) a continuous, reliable source of intermittent, supplemental, and travel nursing personnel to backfill staffing in times of staffing challenges. Reasons for staffing challenges may include patient census surge and backfilling nursing vacancies and leaves of absence. We must have supplemental staffing to ensure the SFHN meets California State mandated nurse-to-patient staffing ratio requirements and ensure safe and high-quality patient care.

Job Class(es): 2320 - Registered Nurse

Labor Unions: 791 - SEIU 1021 Staff & Per Diem RNs

PSC Justification(s)

=====

- ✔ Services required on an as-needed, intermittent, or periodic basis
- ✔ Services requiring specialized expertise, knowledge experience

Ref:TIS6541849_fzuZUAfZd4Qg7bw5xP7y

PSC 6206: SEIU's Factfinder Request

City and County of San Francisco
Carol Isen
Human Resources Director



Department of Human Resources
Connecting People with Purpose
www.sfdhr.org

Via Email

DATE: April 23, 2026

TO: Robert Szykowny, Counsel, SEIU 1021

FROM: Greg Stalfa, Employee Relations Representative

CC: Oumar Fall, SF Regional Director, SEIU 1021
David Canham, Deputy Director, SEIU 1021
Theresa Rutherford, President, SEIU 1021
Kristen Hardy, Vice President of SF Region, SEIU 1021
Xiu Min Li, SF Field Supervisor, SEIU 1021
Ardis Graham, Employee Relations Director
Jonathan Wright, Assistant Employee Relations Director
Carol Delorio, Employee Relations Representative

RE: SEIU, Local 1021 – Written Objection Initiating Fact-Finding Review for Proposed Personal Services Contracts – Personal Services Contract Number DHRPSC0006206

Dear Robert Szykowny,

The City and County of San Francisco (City) is in receipt of the Service Employees International Union Local 1021's (SEIU 1021) Written Objection Initiating Fact-Finding Review for Proposed Personal Services Contracts (PSC) regarding PSC number DHRPSC0006206 (PSC 6206). The City has reviewed PSC 6206 and determined that it does not constitute a solicitation for work customarily performed by SEIU 1021 Citywide bargaining unit employees.

Paragraph 1 of the parties' Collective Bargaining Agreement (CBA) provides that the provisions of the CBA apply to classifications listed in Attachment A. Paragraph 109 states that "work customarily performed by bargaining unit employees is work performed by classifications within the unit." 2320 Registered Nurse is not included in Attachment A – List of Represented Classes and is, therefore, not covered by the terms and conditions of the SEIU 1021 Citywide CBA.

As stated in the Personal Service Contract Summary (PSC Form 1) for PSC 6206 (attached), PSC 6206 involves work customarily performed by classification 2320 Registered Nurses, which is a classification within the Staff and Per Diem Nurses, SEIU Local 1021 bargaining unit. This bargaining unit is distinct from SEIU 1021 Citywide and has a separate and distinct Memorandum of Understanding (MOU). The Staff and Per Diem Nurses, SEIU Local 1021 MOU does not contain a Pilot Personal Services Contract Review Process or any other mechanism allowing the Union to submit a dispute over a PSC to fact-finder review. Therefore, your request to initiate fact-finding review for PSC number DHRPSC0006206 has been administratively rejected.

As stated in the parties' Agreement Regarding Personal Services Contract Pilot Program Procedure (attached), PSC Fact-Finder Review Process Section 3(a)(iii), "once a fact-finder review request is submitted by the Union, the Union is deemed to have used 1 of their 5 annual fact-finder review opportunities, regardless of the final disposition of the request (e.g., an opportunity is still used even if the record is administratively rejected by the PSC factfinder review process coordinator for timeliness, the factfinder deems the request to have insufficient evidence for a hearing, or the factfinder's report does not support the Union's position)." Consequently, by objecting to PSC 6206 SEIU 1021 has used one of its five (5) annual fact-finder review opportunities.

Attachment: Personal Service Contract Summary (PSC Form 1) DHRPSC0006206
Agreement Regarding Personal Services Contract Pilot Program Procedure
Robert Szykowny - PSC Fact-Finding Review Request

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: DPH

Submitted By: Letania Ferreira

Department Coordinator: Reanna Albert,
reanna.albert@sfdph.org

Project Manager: Troy Williams

ServiceNow Number: DHRPSC0006206

Version: 0.01

Version Type: New

Brief description of proposed work: Contractors will provide the San Francisco Health Network (SFHN), which includes San Francisco General Hospital, Laguna Honda Hospital, and Ambulatory Care Services (includes Jail Health Services, Primary Care, Whole Person Integrated Care, Maternal Child Adolescent Health, HIV Health Services) a continuous, reliable source of intermittent, supplemental, and travel nursing personnel to backfill staffing in times of staffing challenges.

Review Type and Reason

CSC Review Required: Yes

CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$8,100,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 12

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: Contractors will provide the San Francisco Health Network (SFHN), which includes San Francisco General Hospital (SFGH), Laguna Honda Hospital (LHH), and Ambulatory Care Services (includes Jail Health Services, Primary Care, Whole Person Integrated Care, Maternal Child Adolescent Health, HIV Health Services) a continuous, reliable source of intermittent, supplemental, and travel nursing personnel to backfill staffing in times of staffing challenges. Reasons for staffing challenges may

include patient census surge and backfilling nursing vacancies and leaves of absence. We must have supplemental staffing to ensure the SFHN meets California State mandated nurse-to-patient staffing ratio requirements and ensure safe and high-quality patient care.

Why are these services required and what are the consequences of denial?: The SFHN's ability to access supplemental, temporary nursing personnel is critical and is community and industry standard. Supplemental temporary staffing enables SFHN facilities and programs to maintain safe and regulatory mandated nurse to patient ratios to continue the critical care we provide to San Franciscans. In 1999, the State passed AB 394 mandating specific nurse-to-patient ratios for acute care hospitals and specialty hospitals in California. This requires ZSFG and LHH to maintain adequate nurse staffing. It is a priority for DPH Human Resources and the SFHN Nursing Department to have permanent civil service staff caring for the patients in our facilities and programs. However, some circumstances such as high patient census surge, leaves, vacancies, and/or unforeseen circumstances may cause staffing shortages. To maintain the state mandated nurse-to-patient ratios during such scenarios and ensure safe and high-quality patient care, SFHN relies on registry nursing staff to supplement staff shortages.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 2

Why have you not hired City employees to perform the services?: The supplemental services that we are requesting are to meet operational needs in which, despite utilizing SFHN permanent civil service employees, staffing challenges require additional staffing. Registry staffing is only ever used if all other avenues of staffing have been exhausted. Registry utilization is monitored daily and weekly by nursing leadership as well as monthly in collaboration with SEIU representatives. In times of urgent staffing needs, it is important to have a reliable and skilled source of nursing personnel to ensure patient care is safe and of high-quality.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: No

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?:

No

Q2 - Does performing these services cause a conflict of interest?: No

Q3 - Are these proprietary services City is not authorized to do?: No

Q4 - Does City lacks necessary facilities/equipment?: No

Q5 - Are the services required on a temporary basis or on a long-term basis?: Long-term

Basis

Q5a) Are the services required on an as-needed, intermittent, or periodic basis?: Yes

Q5a1) Why are the services required on an as-needed, intermittent and periodic basis?: The services are required in times of staffing shortages (as described above) on an as-needed basis. In alignment with healthcare industry standards, the Department expects the intermittent need to be ongoing.

Q5b) Do the services require specialized expertise, knowledge experience?: Yes

Q5b1) Describe the specialized skills and expertise required to perform the services:

Nursing license, basic life support license, and at least one year practicing nursing in an applicable setting. Required skills and expertise are consistent with the requirements for permanent civil service hires. All registry nurses must have valid licenses throughout the duration of their contract. If the staffing need requires specialized skills, the registry nurse must have documentation of those specialized skills (i.e. wound care).

Q5c) Does City have classifications with the required specialized skills or expertise?: Yes

Q5c1) Identify the classifications: 2320 - Registered Nurse

Q5c2) Does the Department have employees in these classifications?: Yes

Q5c3) Why are they not able to perform the services?: Civil service classifications already exist. These registry services are necessary for intermittent, temporary, as-needed services to provide back-up coverage during times of unexpected patient census surges, high leaves and vacancies or when civil service staff are otherwise unavailable to meet the full need of SFHN facilities and programs. It is community and healthcare standard practice to retain reliable and skilled supplemental nurses should any of the aforementioned staffing challenges require coverage.

Q5d) Will contractor directly supervise City employees?: No

Q5e) Will contractor train City employees?: No

Q5e1) Explain why training of City employees is not required: Training of City employees is not required because this request is to outsource supplemental staffing in order to have a reliable and skilled source of supplemental nurses in times of high patient census surge, high levels of leaves, and vacancies.

Q5f) Is there a plan to transition this work back to the City?: No

Q5f1) Explain why the work will not be transitioned back to the City: The use of supplemental nursing staff is community and healthcare industry standards. Healthcare systems depend on the use of registry personnel for the reasons described above. The intent of SFDPH is to use permanent civil service staff at every opportunity available, and we have made significant progress in the hiring of nurses, but the need will be ongoing for the reasons described above.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 2320 - Registered Nurse

Labor Unions: 791 - SEIU 1021 Staff & Per Diem RNs

Labor Union Email Addresses: PSCreview@seiu1021.org



Employee Relations

City and County of San Francisco
Department of Human Resources

AGREEMENT REGARDING PERSONAL SERVICES CONTRACT PILOT PROGRAM PROCEDURE

These Pilot Program Procedures document the procedures for Fact-Finding Review as set forth in the Memorandum of Understanding (MOU) between the City and County of San Francisco (City) and the International Federation of Professional and Technical Engineers, Local 21 (IFPTE Local 21) and the Collective Bargaining Agreement (CBA) between the City and the Service Employees International Union, Local 1021 (SEIU Local 1021). These procedures apply during the Personal Services Contract (PSC) process, which is initiated when a City department submits a PSC request to the Department of Human Resources and/or Civil Service Commission (CSC).

General Rules for Fact-Finder Review Process

- 1) Each Union may use the fact-finder review process up to 5 times in a 12-month period; more times may be added by mutual agreement.
- 2) The Unions may not trade fact-finder review process opportunities. For example, SEIU Local 1021 may not give one of their opportunities to IFPTE Local 21.
- 3) Should both Unions want to participate in the fact-finder review process for the same PSC, they must each submit their own request. In these cases, both Unions must use one of their 5 fact-finder review opportunities.
- 4) Fact-finder review opportunities do not roll over to the following 12-month period if they remain unused at the end of the year.
- 5) Once the fact-finder review request is submitted by the Union under Step 3 below, one of the 5 fact-finder review opportunities is deemed to be used.

PSC Fact-Finder Review Process

- 1) **PSC submittal.** The City department notifies the Union of a PSC request using the tracking system. When the Union is notified, the 7-day public posting period also begins and information on the PSC becomes open to public inspection. As part of this request, the City department includes all information required in the application, including, but not limited to:
 - a) The anticipated duration of the contract(s).
 - b) The scope of work under the contract(s).
 - c) The final solicitation, if published. If no solicitation is yet published or will be used, the City shall provide the special skills or expertise being sought from a contractor. However, detailed information such as minimum qualifications, selection criteria,



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Department of Human Resources

and other confidential information may not be included in the PSC request prior to the issuance of a solicitation.

- d) Which factors were used to justify the department's contracting decision as provided in the CSC's PSC Policy, paragraph 114 of the IFPTE Local 21 MOU, or paragraph 112 of the SEIU Local 1021 CBA.
- 2) Union review & initial meeting. Within 10 calendar days of receiving the PSC notice, the Union may request to meet with the City over the proposed contract(s).
- a) Within 10 calendar days of the Union's request to meet, the City department and Union shall conduct the meeting. If the City department cannot meet within 10 calendar days, the City department and Union may mutually agree to extend this window for the initial meeting from 10 to 20 calendar days.

If the City department is unable to meet within 10 calendar days, the timeline for the Union to commence the fact-finder review process set forth in paragraph 115.c.ii of the IFPTE Local 21 MOU, and paragraph 113.c.ii of the SEIU Local 1021 CBA, will be tolled by another 10 calendar days.
 - b) During this period, the Union may request pertinent background and/or documentation related to the PSC request as it relates to the classifications the Union represents. ERD will facilitate discussions between the Union and City department when disputes regarding the relevance of information requested arise.
 - c) This initial meeting may cover topics such as:
 - i) The department's PSC request and justification,
 - ii) Possible alternatives to contracting or subcontracting,
 - iii) Whether the department staff has the expertise and/or facilities to perform the work, and
 - iv) Steps the City has taken to address job vacancies.
 - v) Whether the department has adhered to paragraph 114 of the IFPTE Local 21 MOU or paragraph 112 of the SEIU Local 1021 CBA.
 - d) Only one meeting is required. The Union and City department may mutually agree to multiple meetings.
 - e) Outcomes:



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Department of Human Resources

- ii) Any requests received after 5 calendar days will be administratively rejected.
 - 1) If administratively rejected, the PSC fact-finder review process coordinator notifies the Union and City department about the rejected fact-finder review request.
 - 2) If administratively rejected, the PSC request will move forward to step 4 without commencing fact-finder review.
- iii) For timely requests, the PSC fact-finder review process coordinator notifies the City department, the Union, and the factfinder that 1) a Union fact-finder review request has been received and 2) that the City department may submit evidence rebutting the Union's submission.
- iv) The PSC fact-finder review process coordinator marks the PSC record as under fact-finder review in the tracking application.
- c) Receive City rebuttal. The City department may submit a written rebuttal to the Union, the PSC fact-finder review process coordinator, and the factfinder within 4 calendar days.
- d) Review of Union submission & City rebuttal. Within 5 calendar days of the Union's submission, the factfinder reviews the evidence and determines if sufficient evidence exists to warrant a hearing on the PSC request.
 - i) If the factfinder determines that the Union has not submitted sufficient evidence, the factfinder dismisses the Union's request for a factfinding hearing.
 - ii) If the factfinder determines that sufficient evidence has been submitted to proceed with a factfinding hearing, the factfinder will schedule the hearing for the next prescheduled hearing date and will notify the PSC fact-finder review process coordinator, the City department, and the Union in writing.
- e) Fact-finder hearing.
 - i) The purpose of the hearing is to determine whether the circumstances described by the City as the basis for contracting out exist.
 - ii) The hearing must follow the generally accepted rules and structure of expedited hearings between the City and Union(s).
 - iii) The Union(s) and City department must attend the fact-finder hearing.



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Department of Human Resources

- 1) If no Union representative attends, the fact-finder review process is deemed complete and the process moves forward to step 4. In these cases, the factfinder shall not provide a recommendation to the CSC.
 - iv) For each PSC request, the factfinder may allow the Union(s) and City departments to make opening statements. They may then ask each party questions about the PSC request and/or any evidence or documentation submitted to support or object to the PSC request.
 - v) If a party (the Union(s) or City department) presents information not previously furnished in the original PSC request, Union submission, or City rebuttal (if one was submitted), the other party may object to the factfinder considering the new information. If a party objects, the factfinder must determine whether to allow the information to be considered in the hearing using evidentiary standards typically applied at expedited arbitrations between the Union(s) and the City.
 - vi) The PSC fact-finder hearing must be completed on the scheduled hearing date. The factfinder may not continue the item to the next meeting to request additional information from the Union or City department.
 - vii) The Union may choose to be represented by legal counsel at the hearing.
- f) **Fact-finder report to CSC.**
- i) Following the hearing, the factfinder prepares a recommendation documenting their findings and recommendations to the CSC. This includes but is not limited to:
 - 1) Whether the factfinder agrees that the circumstances described by the City as the basis for contracting out exist and comply with the provisions of the relevant MOU or CBA.
 - 2) Whether the factfinder recommends the contracting out proposal should be approved, denied, or modified by the CSC.
 - 3) Whether any proposals the Union presents as an alternative to contracting out are recommended to be adopted.
 - 4) Any recommended timelines or intermediate steps.
 - ii) The factfinder provides the written report within 5 calendar days after the hearing; however, the factfinder may extend this time to 14 days if needed. If the factfinder extends this timeline to 14 days, they notify the



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Department of Human Resources

PSC fact-finder review process coordinator, the City department, the Union, and the CSC's Executive Director or designee.

- iii) The factfinder emails their report to the PSC fact-finder review process coordinator, who then provides copies to the City department, the Union, and the CSC's Executive Director or designee.

4) CSC review of PSC request.

a) Scheduling.

- i) CSC staff are notified that a PSC request is ready to schedule before the Commission.
- ii) PSC requests are added to the CSC agenda. Typically, the CSC posts its agenda 3 business days prior to the CSC meeting. CSC staff post the PSC request and fact-finder report, if applicable, on their website for public notice. The CSC may amend its agenda up to 72 hours before the scheduled meeting.
- iii) PSCs with a fact-finder report are calendared on the regular agenda (not the consent agenda).

b) Hearing.

- i) At the hearing, CSC Commissioners will consider the PSC request. Consideration may include asking questions of the Union and the City department on a particular PSC request.
- ii) The CSC Commissioners have jurisdiction to decide to approve, deny, or amend the PSC request.
- iii) After the hearing, CSC staff enter the decision into the tracking system.

Other Rules

- 1) The Pilot PSC Review Process Program will go into effect no earlier than January 1, 2025, but no later than July 1, 2025. This pilot program shall expire on June 30, 2027, unless the Parties mutually agree to extend it.

City and County of San Francisco
Carol Isen
Human Resources Director



Department of Human Resources
Connecting People with Purpose
www.sfdhr.org

**Written Objection Initiating Fact-Finding Review for Proposed Personal Services Contracts
International Federation of Professional and Technical Engineers, Local 21
Service Employees International Union, Local 1021**

NOTICE

Submission of this form will be counted as one request for Fact-Finder Review. Withdrawal of this request will not restore any of the Union’s available requests for Fact-Finder Review

Pursuant to the Pilot Personal Services Contract (PSC) Review Process contained in Article II (Employment Conditions), Section C. (Subcontracting of Work), Paragraphs 113-115 of the Memorandum of Understanding between the City and County of San Francisco (City) and the Service Employees International Union, Local 1021 (SEIU or Union), the Union may request to meet with the City within ten (10) days of receiving notice of a proposed PSC for discussion including, but not limited to, possible alternatives to contracting or subcontracting, whether the department staff has the expertise and/or facilities to perform the work, and steps the City has taken to address job vacancies.

If a dispute remains unresolved about whether the City may contract out work customarily performed by bargaining unit employees after the parties meet and discuss, the Union may utilize the Fact-Finder Review Process. To initiate this process the Union must make a written objection within five (5) calendar days after meeting with the City to the Human Resources Director, containing specific and detailed factual information to support its opposition to the proposed PSC, and documentary evidence or declarations in support of the Union’s position.

The Union is permitted to use this process up to five (5) times per year. By signing and submitting this form the Union formally commences the Fact-Finder Review Process. The objection must contain all information required by the MOU. Incomplete or inadequate submissions may be rejected.

I submit this objection to Human Resources Director Carol Isen regarding:
Personal Service Contract Number: DHRPSC0006206
Union: Service Employees International Union, Local 1021

Summary

Please summarize the reason(s) for objecting to the PSC. If additional space is needed, please indicate that this information is contained in an attachment.

Although this PSC specifically identifies the 2320 RN classification in SEIU 1021's RN bargaining unit (rather than miscellaneous unit), it is inextricably linked to PSC 6205 which involves SEIU 1021's Miscellaneous classifications in DPH. The PSC requests were simultaneous and DPH informed our representatives as part of the meet and confer that they were not able to distinguish registry spending on miscellaneous classifications from registry spending on the RN classification (See #3 in DPH's RFI response attached). In light of this inability to track spending, it is necessary to scrutinize both of these PSC requests. Furthermore, this PSC is for intermittent nursing work for which the City already has a specific classification, the Per Diem 2320. The City failed to show any efforts it made to have this work performed by Per Diems that are already in City employment and in the SEIU 1021 bargaining unit. The entire purpose of the Per Diem 2320 is for the type of intermittent and backfill work cited as the need for this PSC. Any use of registry for RN classifications should be tracked and distinguished from use of registry for Miscellaneous classifications. Use of registry should also be directly tied to a particular vacancy or leave which could not be filled by a Per Diem employee.

Factual Background

Please provide detailed factual information which supports the opposition to the PSC. If additional space is needed, please indicate that this information is contained in an attachment. There are over 1,500 2320s working in DPH, and there are decades of vacancy and leave data on this classification for DPH to consult. Despite DPH's insistence that the work is intermittent and the need is unpredictable, over time the vacancy and leave rates are predictable within a range. In response to the Union's request for data on the vacancy rate over the past three years, DPH reported a consistent rate between 4% and 5%. DPH did not demonstrate that current Per Diems (or additional recruiting of Per Diems) would be insufficient to absorb that amount of work. In addition to DPH's failure to track spending on registry use for Miscellaneous employees versus RNs, DPH also did not demonstrate that it had the ability to show which leave or vacancy was being filled by registry use. Since this is not being tracked, the possibility remains (and it is, in fact, likely) that DPH will simply use registry for any staffing need, including failures in recruitment and retention. Furthermore, it is well known that use of registry nurses, as opposed to Per Diems, burdens existing nursing staff because of their unfamiliarity with the workplace and procedures. This forces 2320s to take time away from their own patient care duties to assist registry nurses, which is not the case with Per Diems who are already familiar with DPH practices and the physical workspace. While DPH has made progress in increasing hiring, reducing the time needed to fill vacancies, and reducing over reliance on registry services in the past few years, there is still more to do, as demonstrated by the \$8 million value of this PSC.

Supporting Evidence

Please provide any available documentary evidence or declarations in support of the objection to the PSC. If additional space is needed, please indicate that this information is contained in an attachment.

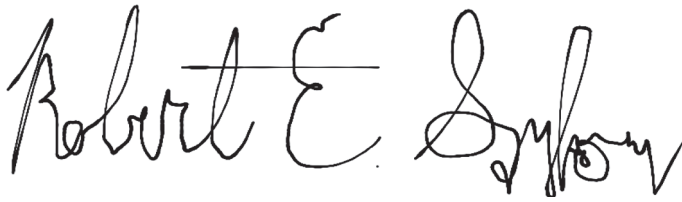
Contained in the attachments are the correspondence between the Union and the City regarding PSCs 6205 and 6206, the City's response to the RFI, a City presentation on the 6205 and 6206 PSCs, as well as two existing contracts for the services at issue.

Full Name: Robert Szykowny

Email: rszykowny@unioncounsel.net

Date: 04/21/2026 - 1:04 pm

Signature:



Robert E. Symon

**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
Cross Country Staffing**

Contract ID #1000035642

As-Needed Temporary Registered Nurse (RN) Registry Staff Services

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This Agreement is made this 1st day of July, 2025, in the City and County of San Francisco, State of California, by and between Cross Country Staffing (“Contractor”) and the City and County of San Francisco (“City”), acting by and through its Department of Public Health.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to procure as-needed, temporary registered nurse (RN) registry staff services from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled Temporary Registered Nurse Registry issued through Sourcing Event ID 00000010494; and

WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0004407; and

WHEREAS, approval for the Agreement was obtained on May 5, 2025 from the Civil Service Commission under PSC number DHRPSC0005109 which authorizes the award of multiple agreements, the total value of which cannot exceed \$13,000,000.00 and the individual duration of which cannot exceed 1 year; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 **“Agreement”** means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 **“City”** means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the Department of Public Health.

1.3 **“City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 **“CMD”** means the Contract Monitoring Division of the City.

1.5 **“Confidential Information”** means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.6 **“Contractor”** means Cross Country Staffing 6551 Park of Commerce Blvd Boca Raton, FL 33487

1.7 **“Deliverables”** means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 **“Mandatory City Requirements”** means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 **“Party” and “Parties”** means City and Contractor either individually or collectively.

1.10 **“Services”** means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on July 1, 2025 and expire on June 30, 2026, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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.

3.1.2 **Maximum Costs.** City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, “Modification of this Agreement.”

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000.00), the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System.)

3.3.6 Getting paid by City for Services.

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org)

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 Reserved. (Grant Funded Contracts.)

3.3.8 Payment Terms.

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

3.4.2 If Contractor expends less than \$750,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.2 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.4 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 **Reserved. (Payment of Prevailing Wages).**

3.7 **Contract Amendments; Budgeting Revisions.**

3.7.1 **Formal Contract Amendment:** Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.7.2 **City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Revision to Program Budget.

3.7.3 City Program Scope Reduction. In order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in **Appendix A, "Scope of Services."** Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated.

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule. **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.1 Contractor will not employ subcontractors Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. 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 is liable for its acts and omissions. 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 of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of

Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment 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 this Section 4.4 shall be solely limited to 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, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Reserved (Warranty).

4.7 Reserved (Liquidated Damages).

4.8 Reserved (Performance Bond).

4.9 Reserved (Fidelity Bond).

4.10 Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**

(b) 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.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$2,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) **Reserved. (Technology Errors and Omissions Liability Insurance.)**

(f) Cyber and Privacy Liability Insurance with limits of not less than **\$5,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) **Reserved. (Pollution Liability Insurance.)**

5.1.2 **Additional Insured.**

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

(c) **Reserved. (Pollution Liability Insurance Additional Insured**

Endorsement.)

5.1.3 **Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 **Primary Insurance.**

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) **Reserved. (Pollution Liability Insurance as Primary Insurance**

Endorsement.)

5.1.5 **Other Insurance Requirements.**

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrms410@sfdph.org**.

(b) 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, be maintained for a period of three (3) years beyond the expiration of this Agreement, to

the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, 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.

(f) 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 and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are 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. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 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.

5.2.3 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 arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for 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.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 **Termination for Convenience**

8.1.1 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 (“Notice of Termination”). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (“Termination Date”).

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as 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.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such 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.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor’s final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City’s payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

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

| | | | |
|-----------|--------------------------|------------|---------------------------------|
| 3.5 | Submitting False Claims. | 10.10 | Alcohol and Drug-Free Workplace |
| 4.5 | Assignment | 10.13 | Reserved (Working with Minors) |
| Article 5 | Insurance and Indemnity | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | Article 13 | Data and Security |

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) 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; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 **Default Remedies.** 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, where

applicable, 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. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

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

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 **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.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

| | | | |
|-----------|--|------------|-------------------------------------|
| 3.3.2 | Payment Limited to Satisfactory Services | 8.2.2 | Default Remedies |
| 3.3.7(a) | Reserved (Grant Funded Contracts – Disallowance) | 9.1 | Ownership of Results |
| 3.4 | Audit and Inspection of Records | 9.2 | Works for Hire |
| 3.5 | Submitting False Claims | 11.7 | Agreement Made in California; Venue |
| Article 5 | Insurance and Indemnity | 11.8 | Construction |
| 6.1 | Liability of City | 11.9 | Entire Agreement |
| 6.3 | Liability for Incidental and Consequential Damages | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | 11.11 | Severability |
| 8.1.6 | Payment Obligation | Article 13 | Data and Security |

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall 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.

Article 9 Rights in Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of

and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 **Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San

Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 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. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which

prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. 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 ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure.)

10.13 Reserved. (Working with Minors.)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

10.14.2 The requirements of Article 142 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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 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.

10.15 Nonprofit Contractor Requirements.

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **Distribution of Beverages and Water.**

10.17.1 **Reserved. (Sugar-Sweetened Beverage Prohibition.)**

10.17.2 **Reserved. (Packaged Water Prohibition.)**

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

Article 11 General Provisions

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

- To CITY: Office of Contract Management and Compliance
Department of Public Health
101 Grove Street, Room 317
San Francisco, California 94102 e-mail: victoria.falcon@sfgov.org
- And: Troy Williams
Chief Nursing Officer
375 Laguna Honda Blvd.
SAN FRANCISCO, CA 94116 e-mail: troy.williams@sfdph.org
- To CONTRACTOR: Cross Country Staffing
6551 Park of Commerce Blvd Baton,
Boca Raton, FL 33487 e-mail: CBrough@CrossCountry.com

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Laws Requiring Access for People with Disabilities.**

11.2.1 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 people with disabilities. Contractor shall provide the

services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities 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.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

11.5 Modification of this 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.

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 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.

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

11.9 Entire Agreement. This contract including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted rules and regulations of 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.

11.11 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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 Order of Precedence. The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries. No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

12.2 Exclusion Lists and Employee Verification. Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists must be retained for seven years.

12.3 Prevention of Fraud, Waste and Abuse. Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

12.4 Reserved. (Certification Regarding Lobbying.)

12.5 Reserved. (Materials Review.)

12.6 Emergency Response. Contractor will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The Plan should include site specific plans to respond at the time of an emergency (emergency response plans) and plans to continue essential services after a disaster (continuity of operations plans).

The agency-wide plan should address disaster coordination between and among service sites. Contractor will update the Agency/site(s) plan as needed and Contractor will train all employees regarding the provisions of the plan for their Agency/site(s). Contractor will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan and a continuity of operations plan for each of its service sites. Contractor is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

In a declared emergency, Contractor's employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as Contractor's prime contacts with Community Programs in the event of a declared emergency.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing 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 or Confidential Information.

13.2 Reserved.

13.3 Business Associate Agreement. The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

13.4 For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement ("BAA"). Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

13.5 Management of City Data.

13.5.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work

by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.5.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.6 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.7 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

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

Article 14 MacBride And Signature

14.1 **MacBride Principles – Northern Ireland.** The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

CONTRACTOR

Recommended by:

Cross Country Staffing

DocuSigned by:
Roland Pickens 06/06/2025 | 12:52 PM PDT
142006202BEB40B...
San Francisco Department of Public Health

Signed by:
Bessie Petroutsas 05/03/2025 | 2:08 PM EDT
9601675C87EB4E0...

Supplier Number: 0000022073

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Arnulfo Medina 06/06/2025 | 12:35 PM PDT
71CE0E756B6346E...
Deputy City Attorney

Approved:

Signed by:
Dolly Vance 06/09/2025 | 10:20 AM PDT
0CED890CE18041E...
Office of Contract Administration
Dolly Vance

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: System Access Agreement

Appendix A

Scope of Services

A. BACKGROUND

Cross Country Staffing herein referred to as CONTRACTOR, shall provide as needed temporary Registered Nurses (RNs), with clinical expertise as required by the City, to the San Francisco Health Network (SFHN), including but not limited to Zuckerberg San Francisco General Hospital (ZSFG), Laguna Honda Hospital (LHH), and any Ambulatory Care (Jail Health Services, Primary Care Health, Whole Person Integrated Care, Maternal Child Adolescent Health, and HIV Health Services) sites as needed (collectively "SFHN Sites and/or Site"). Each RN referred to an SFHN Site must be trained and licensed for the clinical assignment to which said RN is referred to and meet all qualifications specified below.

B. REQUIREMENTS AND QUALIFICATIONS

Each RN who is referred to an SFHN Site must be clinically qualified for the position to which said RN is referred and must meet the following qualifications:

1. RN Licensure and Certification

- i. Each RN must possess a current valid registered nurse license issued by the State of California and current and valid CPR certificate issued by the American Heart Association. Each RN must carry the original of his or her license and CPR certificate and must present them to the facility designee in Nursing Administration at each SFHN Site, upon request. License and CPR certificate must be current and always valid throughout the entirety of the contract length. **FAILURE TO PRESENT CURRENT LICENSE AND/OR CERTIFICATION (by "primary source-verification" method PRIOR to expiration date) AND/OR CPR CERTIFICATE UPON ASSIGNMENT MAY RESULT IN IMMEDIATE TERMINATION OF ASSIGNMENT.**
- ii. Each RN must meet the City's minimum qualifications listed below. CONTRACTOR must maintain documentation of these minimum qualifications in the registry staff's file. CONTRACTOR must make the documentation available for review upon request by the City.

2. RN Qualification and Experience

- i. Minimum Qualifications
 - a) Appropriate RN Licensure for the role
 - b) Basic Life Support certification
- ii. Each RN must have a minimum of one year's full-time experience within the past two years in an acute general care hospital for ZSFG and Jail Health appointments or long-term care/skilled nursing facility for LHH appointments and **in their applicable specialty care areas**. CONTRACTOR must maintain documentation of these minimum qualifications in the registry staff's file. CONTRACTOR must make the documentation available for review upon request by the City.

- C. The Department of Public Health, City and County of San Francisco shall maintain the exclusive right, through its agents, to approve or disapprove of any person or persons sent by the Contractor in response to orders of services. This shall include such issues as quality assurance, patient and employee safety, clinical care issues, professional performance, professional appearance, attendance and personal behavior. Questions pertaining to RN Performance must be directed to

and be resolved by the San Francisco Health Network Chief Nursing Officer (SFHN CNO) or his/her designee. The SFHN CNO or his/her designee shall specify and supervise the kind, quality, and amount of the CONTRACTOR'S services to be provided under this agreement. Questions posed outside of the SFHN CNO will not be considered.

D. SCOPE OF WORK

1. RN responsibilities

- i. All RNs must have a cell phone in order for the requesting facility or the requesting unit at a facility to contact them during off-shift hours for issues that may come up such as medication administration. The cell phone number must be provided to the requesting facility or the requesting unit at a facility upon assignment.
- ii. Each RN must provide healthcare to patients based on training and instruction by SFHN nursing leadership in their assigned unit or department.
- iii. Each RN must perform daily clinical activities involving the following categories:
 - a) Safe "needle devices"
 - b) Infection control
 - c) Patient safety
 - d) Positive patient identification
 - e) Time Out
 - f) Clinical alarms
 - g) Falls prevention
 - h) Use of restraints
 - i) Medication administration
 - j) Blood transfusion
 - k) Isolation
 - l) Patient Rights
 - m) Advance Directive
 - n) Patient abuse
 - o) Child abduction
 - p) Pain assessment and reassessment
 - q) Nutritional assessment
 - r) Functional assessment
 - s) Pressure ulcer
 - t) Patient/Family education
 - u) Effective communication & documentation
 - v) Safe patient handoff
 - w) Emergency response
 - x) Safe equipment handling and use

- y) Universal Body Substance precautions
- z) HIPAA & Information systems security

2. Compliance Requirements

- i. Each RN must have successfully passed the CONTRACTOR appropriate drug calculation and "medication pass" procedure.
- ii. To comply with OSHA regulations on Occupational Exposure to Blood Borne Pathogens (<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1030>), all Nursing Registries are to have the following policies and procedures in effect:
 - a) Exposure Determination. Record of employees having or likely to have direct exposure to blood/other potentially infectious fluids.
 - b) iExposure Tracking. Record of each employee's reported exposure incident. Record in OSHA 200 Log of employee HBV/HIV illness related to injury or exposure incident.

3. Training and Orientation

- i. Each RN must successfully complete orientation, both clinical, and, to the hospitals' computer/electronic systems and policies/procedures at the CONTRACTOR'S expense. This includes the unified electronic medical record system for the SFHN, EPIC. Nurses will receive training in EPIC usage.
- ii. Each RN must participate in a patient care documentation training wherein the registry staff must pass the required skills validation test prior to the start of the first scheduled shift.
- iii. CONTRACTOR must maintain a record of each RN's participation in an education and training program upon orientation and annually thereafter and whenever modification of current task may affect the potential occupational exposure to bloodborne pathogens.
- iv. CONTRACTOR'S training program shall contain the following elements:
 - a) Explanation of epidemiology, clinical presentation, modes of transmission of bloodborne pathogens.
 - b) Information on HBV vaccine; efficacy, safety, and benefits.
 - c) Explanation of use and limitations of methods that may prevent or reduce exposure including:
 - 1) Universal Precautions
 - 2) Personal Protective Equipment
 - 3) Safe Needle Devices
 - 4) Work Practices
 - 5) Infectious waste handling and disposal
 - 6) Explanation of Biohazard/Biological hazard symbol and color-coded systems for identification of biological hazard.
 - 7) Explanation of procedure to follow if an exposure incident occurs and available medical follow-up

8) Mandatory safety and infection control education

E. REGISTERED NURSE ORDERS AND FULFILLMENT OF ORDERS

1. Order Process and Assignment Terms

- i. The SFHN CNO or his/her designee will communicate orders for Registry Staff to CONTRACTOR via e-mail, telephone and/or fax. CONTRACTOR’S responses must be sent by e-mail to the City employee requesting the service.
- ii. If the CONTRACTOR is unable to fulfill the Request within three business days, the City will process to request RN Registry Staff from the secondary CONTRACTOR, and so forth.
- iii. Throughout the course of the contract the City will monitor the performance of the CONTRACTORS to whom contracts have been awarded and reserves the right, acting in its sole discretion, to promote and/or demote CONTRACTORS designation as primary, secondary, etc.
- iv. The default length of each RN assignment will be up to 13 weeks with the option to extend by mutual agreement based on the operational needs of the SFHN. The City reserves the right in its sole discretion to terminate the assignment early with or without cause based on operational needs or job performance. The SFHN offers both 8 and 12 hours shifts depending on availability and the facility.
- v. Before confirmation of an RN assignment, CONTRACTOR must send (fax or e-mail) a copy of the RN’s license/certificate, driver's license/ CLEAR picture I.D., a cell phone number, updated competency skills list, resume, educational background, clinical experience/previous assignments, and other credentials/documents relevant to the RN’s clinical specialty and competency in Section I MAINTENANCE OF RECORDS, LICENSES AND PERMITS.

2. Responsibilities and Policies

- i. CONTRACTOR is responsible for each RN's housing, parking, transportation to assigned facilities, and registry staff compensation for any required facility orientation.
- ii. Each RN's schedule is based on a specific unit/area's staffing needs. Schedules are published every 28 days.
- iii. An RN unable to fulfill a shift due to illness must call in sick (no later than two hours before the start of the shift assigned) and shall provide a medical certificate upon return to work. If the RN fails to notify nursing operations two hours before the start of the assigned shift of the RN’s inability to work due to illness and/or fails to provide a medical certificate upon return to work, the RN will be considered AWOL. If an RN does not show up for the assigned shift, they will be considered AWOL. City does not pay for shifts that are not worked. No sick time or AWOL shifts will be paid for. No incidents of absence from work, other than illness or extreme family emergency verifiable in writing, are acceptable. The RN shall not request vacation or time off while under assignment.

3. Non-Compliance and Replacement

If an RN refuses an assignment in a clinical area in which he/she was contracted for, the CONTRACTOR will find a replacement and the SFHN will not release the RN until the replacement becomes available. The RN will be put on a "do not send" status and will not be selected for future assignments and employment.

F. CANCELLATION OF SERVICE REQUEST

If the CONTRACTOR cancels less than two hours prior to reporting time or the RN fails to report for work at specific time, the Hospital will be entitled to collect/credited for the entire shift at the prevailing rate. Credits will be reflected on Agency invoices. CONTRACTOR cancellation notices will also be reflected on the Hospitals time records to ensure Agency/the Hospital records are in agreement. **If a replacement is sent within the first two hours of the shift, the Hospital will pay for actual hours worked.** Excessive cancellation by the Agency and excessive cancellation by a specific RN may lead to termination of the contract for the CONTRACTOR and a "do not send" status for the RN. Excessive cancellation is defined as two times or more in a month.

G. RIGHT TO DISMISS

1. If, in the sole discretion of the SFHN CNO or designee, an RN referred by the CONTRACTOR is deemed incompetent, negligent, or has engaged in misconduct, the City will require the RN to leave the City’s premises and the Hospitals will inform the Agency of its decision/action immediately. The City’s may furnish written justification for dismissal at least ten working days after the incident.
2. If during the term of the contract, contract service is determined to be unacceptable for the City, and such is documented by the City, it is understood and agreed that the service will be canceled and removed from the contract without penalty to the City. The City's Sole obligation to the CONTRACTOR is payment of service made prior to any cancellation. The City will purchase the required service from any source and in a manner as determined by the City.
3. The City's obligation to compensate the CONTRACTOR for such RN's services shall be limited to the hours actually worked by such RN and the City shall have no further obligation with respect to such RN's assignment or reassignment to the City. CONTRACTOR agrees that the Hospitals shall not be liable for any damage or cause of action arising out of the dismissal of CONTRACTOR RN and hereby agrees to indemnify, defend and hold harmless the Hospital for any causes of action or damage brought by CONTRACTOR RN against the Hospital, which arise out of such dismissal.
4. RNs deemed unsatisfactory due to performance will be excluded from future Hospital assignments based on, but not limited to, failure to demonstrate satisfactory performance in the clinical area.
5. A Hospital Performance Evaluation Form or Formal Memorandum may be submitted to the CONTRACTOR upon completion of hospital assignment and will outline deficiencies used as a basis for the Hospital's decision to deem RN's performance to be unsatisfactory.

H. ORIENTATION/ TRAINING

1. While providing patient care services at the Hospital, RNs must comply with all provisions of the licensing law under which they are licensed; with regulations promulgated there under; with patient documentation (manual and/or electronic) and with policies accepted by the Hospital to protect the health and welfare of patients.
2. To ensure that RNs understand the Hospital policies, the hospital will provide orientation to acquaint them with the clinical systems and with the policies and documentation that are necessary to the performance of their temporary duties. The orientation is paid for by the CONTRACTOR (estimated to be 48 hours). Any additional training in orientation that is needed for RNs will be covered by the CONTRACTOR. The Hospital will also provide the CONTRACTOR within twenty (20) working days after notice of award with an

Informational Binder for CONTRACTOR orientation of their RNs. The CONTRACTOR shall ensure that all RNs assigned to the Hospital are familiar with basic orientation information provided to the CONTRACTOR by the Hospital before their first assigned shift to the Hospital. This includes, but is not limited, to information about timesheets, dress code, perfume, nail and hair codes, parking availability, etc.

I. MAINTENANCE OF RECORDS, LICENSES AND PERMITS

1. CONTRACTOR must possess all licenses and/or permits necessary to provide the services specified and as required by the laws of the United States, the State of California, and the City and County of San Francisco.
2. The City may periodically inspect CONTRACTOR RN files to validate compliance with all regulatory agencies. Visits to CONTRACTOR Agencies are unannounced and the following information must be maintained up-to-date and available for review upon request:
3. Education, Licensing and Certification Verification.
 - i. Bachelor of Science in Nursing (BSN) or Associate Degree in Nursing (AND)
 - ii. Evidence of current California License/certification.
 - iii. Evidence of current CPR certification from the American Heart Association (other provider not acceptable).
 - iv. Association (other provider not acceptable).
 - v. For specialty care RNs, evidence of successfully passing specialty care competency testing and one year's recent experience in specialty area and other certifications required for said specialty per California Title 22 Competency Standards.
 - vi. Evidence of current license or certificate by "primary source verification" method obtained PRIOR to expiration date.
 - vii. Evidence of appropriate education and experience requirements.
4. Employment and Background Check.
 - i. Reference checks on file.
 - ii. Evidence of confirmation of no judicial/criminal record (DOJ and FBI).
 - iii. Serologic evidence of immunity to Mumps, Measles, Rubella and Varicella, annual Tuberculosis screening, and Hepatitis B immunization/declination on all RNs.
5. Training and Competency Compliance.
 - i. Current Skills Inventory Checklist, which includes "safe needle devices".
 - ii. Current universal substance precautions and health and safety classes congruent with City and County policy (the Hospital's Health & Safety Policy), Joint Commission and California Title 22 standards.
 - iii. Current and past performance evaluations.
 - iv. Documentation of satisfactory completion of drug calculation test, "medication pass" procedure and skill competency testing.
 - v. Evidence of annual mandatory classes on Restraints, Pain Management, patient safety and infection control, disaster preparedness and other mandated competency skills educational requirements, as well as other permits, licenses, etc., as required by City/County, State, Joint Commission, or Federal regulations.

- vi. California State Board's current list of RNs on probation or suspension must be kept on file by the Agency, and the Agency must check their RNs against the current list to ensure RNs referred to the Hospitals have current licenses. RNs must not be referred to the Hospitals with expired license/certificate, or while on probation or suspension. Violation of this condition will be considered as a basis for contract termination.
- vii. If the City's inspection of CONTRACTOR RNs files should reveal CONTRACTOR to be in default of its obligations under the contract, it will be cause for cancellation of the contract by the City.

J. CHANGES

CONTRACTOR must notify Hospital by certified mail, 30 days in advance of any changes in the services required in the contract.

K. COMPENSATION

1. Contractor’s prices are include all costs chargeable to the City. The CONTRACTOR will assume all costs including RNs’ salaries, transportation, parking, and any other expense for their employees. No charges to the City are to be made for special orientation or training. All costs to the City shall be included in the rates listed in Attachment B, Calculation of Charges. No overtime will be paid unless approved in advance by theCity and the Nursing Supervisor signs the sign-in sheet.
2. Services actually performed shall be determined from a weekly time sheet completed by each registry employee. The City week or pay period starts on Saturday and ends on Friday. The clock/stamper located in the Nursing Office must be used to record all in and out times. A system-generated time report along with the time sheets will be faxed to CONTRACTOR from the SFHN Nursing Departments. CONTRACTOR will format invoice to match the time report. Invoices submitted by the CONTRACTOR must be in a form acceptable to the Department and the Controller. All amounts paid by the City to the CONTRACTOR shall be subject to an audit by the City.
3. CONTRACTOR will invoice the City monthly in arrears based upon rates agreed to by the City in Appendix B- Calculation of Charges.
4. Payment shall be made by the City to CONTRACTOR in arrears for services- actually performed throughout the term of the contract.
5. Invoices: The City makes a good faith effort to pay all bills within 30days of receipt of order. However, incorrect prices, or incorrectly mailed invoices often result in delayed payments.

L. RATE SHIFTS

1. Eight and twelve hour shifts will be paid at the same hourly rate.
2. All San Francisco Health Network Medical Facilities/Sites.

| <u>SHIFTS</u> | <u>START TIME</u> | <u>END TIME</u> |
|-----------------|-------------------|-----------------|
| 8 hour day; | 7:00 AM | 3:30 PM |
| 8 hour evening; | 3:00 PM | 11:30 PM |
| 8 hour night; | 11:00 PM | 7:30 AM |
| 12 hour day; | 7:00 AM | 7:30 PM |

| | | |
|----------------|---------|---------|
| 12 hour night; | 7:00 PM | 7:30 AM |
|----------------|---------|---------|

M. OVERTIME

1. CONTRACTOR will comply with all applicable provisions of Title 8, Chapter 5 of the California Code of Regulations regarding wages. CONTRACTOR may bill the Hospital for overtime to the extent such overtime has actually been pre-approved in writing by the Administrator On Duty (AOD) under said Regulations, for services performed at the Hospital. Such overtime charges may only be billed at a maximum of 1-1/2 times the regular billing rate for such hours. No overtime will be paid for attending meetings or missing meals.
2. If a shift is ordered and filled as a nine and one-half hour shift, the hours above eight hours are not considered overtime. If the employee worked at a non-DPH facility, ZSFG is not liable for overtime that results from said work regardless of how the CONTRACTOR pays the employee.

N. HOLIDAY PAY

The holiday will start on the day of the holiday at 7:00 AM and will end the following day at 7:30 AM. The City observes the federal holidays listed below. Such holiday charges may only be billed at 1-1/2 times the regular billing rate for such hours.

1. New Year's Day
2. Labor Day
3. Memorial Day
4. Thanksgiving Day
5. Juneteenth Day
6. Christmas Day
7. Independence Day
8. Note: Holidays maybe be added or removed at the discretion of the City.

O. INFECTION CONTROL POLICIES

CONTRACTOR must agree to fully comply with the current Infection Control standards, and policies applicable to the requesting Department location.

P. MODIFICATIONS TO THE SCOPE OF WORK

The City may request and issue modifications to this Scope of Work in order to effectively respond to any emergency or other situation which may arise during the course of the Agreement.

Q. QUARTERLY BUSINESS MEETING

1. CONTRACTOR shall participate in quarterly business reviews with the City in evaluative studies designed to show the effectiveness of CONTRACTOR's services. These meetings shall happen on a regular basis every 90 days but may increase in frequency as needed.
2. CONTRACTOR agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.
3. For contracts for the provision of services in the SFHN, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment A-1. CONTRACTOR must provide accurate metrics and must be prepared to discuss performance below the required

threshold for each measure. In addition, planned countermeasures will be discussed and implemented in the event that performance measures are not met.

4. Performance measures are reported annually to Performance Improvement Committees (PIPS) at Zuckerberg San Francisco General and Laguna Honda Hospital and Rehabilitation Center.
5. The City agrees that any final written reports generated through the evaluation program shall be made available to CONTRACTOR within 30 working days. CONTRACTOR may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

R. CONTRACT ADMINISTRATOR

The City’s Contract Administrator for this Agreement is **Troy Williams**, or designee.

S. INFECTION CONTROL, HEALTH, AND SAFETY:

1. Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.
2. Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
3. Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
4. Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
5. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
6. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
7. Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.
8. Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

T. AERSOL TRANSMISSIBLE DISEASE PROGRAM, HEALTH AND SAFETY:

1. Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases

(<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

2. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
3. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
4. Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

U. HOSPITAL POLICY 16.27:

It is the policy of Zuckerberg San Francisco General (ZSFG) to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. ZSFG is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate ZSFG personnel. However, the primary objective of ZSFG is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of Zuckerberg San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES." Before visiting any ZSFG facilities, it is required that a HCIR create a profile with "VendorMate." Vendormate is the company that manages the credentialing process of policy 16.27 for SFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to <https://sfdph.vendormate.com> for details.

V. HOSPITAL POLICY 3.28:

To ensure that care, treatment, and clinical services provided through contractual agreements are provided safely and effectively. Contractors for Zuckerberg San Francisco Hospital must comply with Hospital Policy 3.28 "CONTRACTING PATIENT CARE SERVICES"

W. PERFORMANCE IMPROVEMENT PLAN

The Contractor's performance shall be measured and reported according to the Attachment 1 to Appendix A Performance Improvement Plan and Performance Measure Grid.

**Attachment 1 to Appendix A
PERFORMANCE IMPROVEMENT PLAN
AND PERFORMANCE MEASURE GRID**

Contract Services

AIM: All services provided through contractual agreement are provided safely and effectively for patient care and support services, annually.

**For each of these measures, all services must provide stratification across the facilities for which services are rendered (LHH, ZSFG, and Ambulatory Care).

| Contract Name | Services Provided | Measure Name & Measure Target | Metric (What data is being collected?) | Counter Measure if Target is not met |
|-------------------------------|--------------------------|---|--|--|
| Cross Country Staffing | RN Personnel | Registry request fulfillment (>90% of requests made by SFHN are responded to with appropriate number candidates by service provider). | # of requests for which vendor submitted sufficient candidates # of requests made by SFHN **Timeliness of fulfillment. How long did it take to reply to City's request? How long did it take Contractor to provide candidates to fulfill the request? | Service provider and SFHN to perform root cause analysis for reasons why requests are not being fulfilled. |
| Cross Country Staffing | Nursing Personnel | Onboarding and Orientation Clearance Compliance (>100%) | # of candidates that are approved by the facility who are completing onboarding # of candidates approved by the facility **additional metric: average time it takes to clear and onboard staff after SFHN offer | Service provider to establish more robust screening methods based on SFHN needs. |

| | | | | |
|--------------------------------------|--------------------------|--|--|---|
| <p>Cross Country Staffing</p> | <p>Nursing Personnel</p> | <p>Cancellations prior to start (<5%)</p> | <p># of candidates who cancel prior to starting (this can be before or during onboarding/ orientation) <hr/> # of accepted positions</p> | <p>Service provider and SFHN to perform root cause analysis for reasons why positions may need to be cancelled and why candidates may be opting out</p> |
| <p>Cross Country Staffing</p> | <p>Nursing Personnel</p> | <p>Terminations for cause (<5%)</p> | <p># of candidates terminated by SFHN for cause in orientation or in the role <hr/> # of started positions **Stratify by cause of termination (i.e. attendance issue, egregious incident, etc.)</p> | <p>Service provider to follow up with SFHN to adjust registry needs. Based on stratification, develop countermeasures to ensure quality staff are being selected.</p> |
| <p>Cross Country Staffing</p> | <p>Nursing Personnel</p> | <p>Personnel File Compliance 100% compliance- random audits performed throughout duration of contract. Contractor has 2 business days to turn over the personnel file.</p> | <p># of files with complete records <hr/> # of files requested</p> | <p>Immediate corrective action to ensure records are updated.</p> |

**Appendix B
Calculation of Charges**

1. Method of Payment

| Item | 12 Hour Shift Base Rate (per hour) | Night Shift Base Rate (per hour) | 8 Hour Base Rate (per hour) | Overtime Rate (per hour) |
|--|--|--|-----------------------------------|--------------------------------|
| Registered Nurse: Specialty 1 (Operating Room, Critical Care, Emergency Department, NICU, Labor & Delivery, Cath Lab, PeriOp, Acute HD, Radiology, Peds, Tele) | \$ 102.00 | \$ 102.00 | \$ 102.00 | \$ 137.70 |
| Registered Nurse: Non Specialty | \$ 88.00 | \$ 88.00 | \$ 88.00 | \$ 118.80 |

2. Program Budgets and Final Invoice

Program Budgets are listed below and are attached hereto. The Contractor agrees to comply with its Program Budgets as outlined below. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. The Contractor agrees to comply fully with that policy/procedure.

A. The maximum dollar for each term and funding source shall be as follows:

| Contract | Funding Source | Amount |
|--------------------|----------------------------|----------------|
| Original Agreement | General Fund | \$9,900,000.00 |
| | Contingency | \$ 0 |
| | Total Not to Exceed Amount | \$9,900,000.00 |

B. Invoicing.

1. Invoices shall be in a form acceptable to the Contract Administrator, contain all requested information, and shall conform to the requirements specified in Section 3.3.4 of the Agreement.
2. The Contractor shall submit monthly invoices by the 15th working day of each month based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Appendix A, shall be billed at the agreed method of payment in this Appendix B each month.
3. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Contractor at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

Appendix C
Reserved

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)**

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TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department’s standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department’s standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User’s access.

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

SECTION 7 - DEPARTMENT’S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party’s access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User’s access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

Attachment 1 to SAA
System Specific Requirements

I. For Access to Department Epic through Care Link the following terms shall apply:

A. Department Care Link Requirements:

1. Connectivity.

- a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Compliance with Epic Terms and Conditions.

- a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:

3. Epic-Provided Terms and Conditions

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:

A. Department Epic Hyperspace:

1. Connectivity.

- a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.

2. Application For Access and Compliance with Epic Terms and Conditions.

- a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

- a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

**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
Triage, LLC.**

Contract ID #1000035643

As-needed, temporary registered nurse (RN) registry staff services

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This Agreement is made this 1st day of July, 2025, in the City and County of San Francisco, State of California, by and between Triage, LLC. (“Contractor”) and the City and County of San Francisco (“City”), acting by and through its Department of Public Health.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to procure as-needed, temporary registered nurse (RN) registry staff services from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled EXT DPH | Temporary Registered Nurse Registry issued through Sourcing Event ID 00000010494; and

WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0004262; and

WHEREAS, approval for the Agreement was obtained on May 5, 2025 from the Civil Service Commission under PSC number DHRPSC0005109 which authorizes the award of multiple agreements, the total value of which cannot exceed \$13,000,000.00 and the individual duration of which cannot exceed 1 year; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 **“Agreement”** means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 **“City”** means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the Department of Public Health.

1.3 **“City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 **“CMD”** means the Contract Monitoring Division of the City.

1.5 **“Confidential Information”** means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.6 **“Contractor”** means Triage, LLC. 13609 California St. Omaha, NE 68154.

1.7 **“Deliverables”** means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 **“Mandatory City Requirements”** means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 **“Party” and “Parties”** means City and Contractor either individually or collectively.

1.10 **“Services”** means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on July 1, 2025 and expire on June 30, 2026, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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.

3.1.2 **Maximum Costs.** City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, “Modification of this Agreement.”

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed Three Million One Hundred Thousand Dollars (\$3,100,000), the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not be liable for interest

or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System.)

3.3.6 Getting paid by City for Services.

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sf.gov](https://sf.gov)

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 Reserved. (Grant Funded Contracts.)

3.3.8 Payment Terms.

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

3.4.2 If Contractor expends less than \$750,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.2 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.4 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 **Reserved. (Payment of Prevailing Wages).**

3.7 **Contract Amendments; Budgeting Revisions.**

3.7.1 **Formal Contract Amendment:** Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.7.2 **City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Revision to Program Budget.

3.7.3 **City Program Scope Reduction.** In order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope

Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in **Appendix A, "Scope of Services."** Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated.

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.1 Contractor will not employ subcontractors.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. 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 is liable for its acts and omissions. 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 of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment 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 this Section 4.4 shall be solely limited to 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, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Reserved. (Warranty.)**

4.7 **Reserved. (Liquidated Damages.)**

4.8 **Reserved. (Performance Bond.)**

4.9 **Reserved. (Fidelity Bond.)**

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** 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:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**

(b) 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.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$2,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) **Reserved. (Technology Errors and Omissions Liability Insurance.)**

(f) Cyber and Privacy Liability Insurance with limits of not less than **\$5,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) **Reserved. (Pollution Liability Insurance.)**

5.1.2 Additional Insured.

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

(c) **Reserved. (Pollution Liability Insurance Additional Insured Endorsement.)**

5.1.3 **Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance.

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) **Reserved. (Pollution Liability Insurance as Primary Insurance Endorsement.)**

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrms410@sfdph.org**.

(b) 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, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, 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.

(f) 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 and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are 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. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 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.

5.2.3 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 arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for 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.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 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 ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

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

(f) Taking such action as may be necessary, or as 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.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such 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.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor’s final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City’s payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

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

| | | | |
|-----------|--------------------------|------------|---------------------------------|
| 3.5 | Submitting False Claims. | 10.10 | Alcohol and Drug-Free Workplace |
| 4.5 | Assignment | 10.13 | Reserved (Working with Minors) |
| Article 5 | Insurance and Indemnity | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | Article 13 | Data and Security |

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) 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; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 **Default Remedies.** 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, where applicable, 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. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

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

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 **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.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

| | | | |
|-----------|--|------------|-------------------------------------|
| 3.3.2 | Payment Limited to Satisfactory Services | 8.2.2 | Default Remedies |
| 3.3.7(a) | Reserved (Grant Funded Contracts – Disallowance) | 9.1 | Ownership of Results |
| 3.4 | Audit and Inspection of Records | 9.2 | Works for Hire |
| 3.5 | Submitting False Claims | 11.7 | Agreement Made in California; Venue |
| Article 5 | Insurance and Indemnity | 11.8 | Construction |
| 6.1 | Liability of City | 11.9 | Entire Agreement |
| 6.3 | Liability for Incidental and Consequential Damages | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | 11.11 | Severability |
| 8.1.6 | Payment Obligation | Article 13 | Data and Security |

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall 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.

Article 9 Rights in Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 **Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 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. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. 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 ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure.)

10.13 Reserved. (Working with Minors.)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

10.14.2 The requirements of Article 142 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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 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.

10.15 Nonprofit Contractor Requirements.

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per

year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverages and Water.

10.17.1 Reserved. (Sugar-Sweetened Beverage Prohibition.)

10.17.2 Reserved. (Packaged Water Prohibition.)

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Article 11 General Provisions

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

To CITY: Office of Contract Management and Compliance
Department of Public Health
101 Grove Street, Room 317
San Francisco, California 94102 e-mail: victoria.falcon@sfgov.org

And: Troy Williams
Chief Nursing Officer
375 Laguna Honda Blvd.
San Francisco, Ca 94116 e-mail: troy.williams@sfdph.org

To CONTRACTOR: Triage, LLC.
13609 California St.
Omaha, NE 68154 e-mail: triagecontracts@triagestaff.com

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 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 people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities 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.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

11.5 Modification of this 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.

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 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.

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

11.9 Entire Agreement. This contract including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted rules and regulations of 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.

11.11 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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 **Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

Article 12 Department Specific Terms

12.1 **Third Party Beneficiaries.** No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

12.2 **Exclusion Lists and Employee Verification.** Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists must be retained for seven years.

12.3 **Prevention of Fraud, Waste and Abuse.** Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

12.4 **Reserved. (Certification Regarding Lobbying.)**

12.5 **Reserved. (Materials Review.)**

12.6 **Emergency Response.** Contractor will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The Plan should include site specific plans to respond at the time of an emergency (emergency response plans) and plans to continue essential services after a disaster (continuity of operations plans). The agency-wide plan should address disaster coordination between and among service sites. Contractor will update the Agency/site(s) plan as needed and Contractor will train all employees regarding the provisions of the plan for their Agency/site(s). Contractor will attest on its annual Community Programs'

Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan and a continuity of operations plan for each of its service sites. Contractor is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

In a declared emergency, Contractor's employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as Contractor's prime contacts with Community Programs in the event of a declared emergency.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing 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 or Confidential Information.

13.2 Reserved.

13.3 Business Associate Agreement. The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement ("BAA"). Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only.

City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

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

Article 14 MacBride And Signature

14.1 **MacBride Principles – Northern Ireland.** The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

CONTRACTOR

Recommended by:

Triage, LLC.

DocuSigned by:
Roland Pickens 06/12/2025 | 2:57 PM PDT
142006282BEB48B...
San Francisco Department of Public Health

DocuSigned by:
Pat Gifford 06/10/2025 | 12:09 PM PDT
F0BC09348441426...

Supplier Number: 0000045744

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Arnulfo Medina 06/12/2025 | 2:56 PM PDT
71CE0E758B6346E...
Deputy City Attorney

Approved:

Signed by:
Dolly Vance 06/12/2025 | 3:13 PM PDT
0CED890CE10041E...
Office of Contract Administration
Dolly Vance

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: System Access Agreement

Appendix A

Scope of Services

A. BACKGROUND

Triage, LLC. herein referred to as CONTRACTOR, shall provide as needed temporary Registered Nurses (RNs), with clinical expertise as required by the City, to the San Francisco Health Network (SFHN), including but not limited to Zuckerberg San Francisco General Hospital (ZSFG), Laguna Honda Hospital (LHH), and any Ambulatory Care (Jail Health Services, Primary Care Health, Whole Person Integrated Care, Maternal Child Adolescent Health, and HIV Health Services) sites as needed (collectively "SFHN Sites and/or Site"). Each RN referred to an SFHN Site must be trained and licensed for the clinical assignment to which said RN is referred to and meet all qualifications specified below.

B. REQUIREMENTS AND QUALIFICATIONS

Each RN who is referred to an SFHN Site must be clinically qualified for the position to which said RN is referred and must meet the following qualifications:

1. RN Licensure and Certification

- i. Each RN must possess a current valid registered nurse license issued by the State of California and current and valid CPR certificate issued by the American Heart Association. Each RN must carry the original of his or her license and CPR certificate and must present them to the facility designee in Nursing Administration at each SFHN Site, upon request. License and CPR certificate must be current and always valid throughout the entirety of the contract length. **FAILURE TO PRESENT CURRENT LICENSE AND/OR CERTIFICATION (by "primary source-verification" method PRIOR to expiration date) AND/OR CPR CERTIFICATE UPON ASSIGNMENT MAY RESULT IN IMMEDIATE TERMINATION OF ASSIGNMENT.**
- ii. Each RN must meet the City's minimum qualifications listed below. CONTRACTOR must maintain documentation of these minimum qualifications in the registry staff's file. CONTRACTOR must make the documentation available for review upon request by the City.

2. RN Qualification and Experience

- i. Minimum Qualifications
 - a) Appropriate RN Licensure for the role
 - b) Basic Life Support certification
- ii. Each RN must have a minimum of one year's full-time experience within the past two years in an acute general care hospital for ZSFG and Jail Health appointments or long-term care/skilled nursing facility for LHH appointments and **in their applicable specialty care areas**. CONTRACTOR must maintain documentation of these minimum qualifications in the registry staff's file. CONTRACTOR must make the documentation available for review upon request by the City.

C. The Department of Public Health, City and County of San Francisco shall maintain the exclusive right, through its agents, to approve or disapprove of any person or persons sent by the Contractor in response to orders of services. This shall include such issues as quality assurance, patient and

employee safety, clinical care issues, professional performance, professional appearance, attendance and personal behavior. Questions pertaining to RN Performance must be directed to and be resolved by the San Francisco Health Network Chief Nursing Officer (SFHN CNO) or his/her designee. The SFHN CNO or his/her designee shall specify and supervise the kind, quality, and amount of the CONTRACTOR'S services to be provided under this agreement. Questions posed outside of the SFHN CNO will not be considered.

D. SCOPE OF WORK

1. RN responsibilities

- i. All RNs must have a cell phone in order for the requesting facility or the requesting unit at a facility to contact them during off-shift hours for issues that may come up such as medication administration. The cell phone number must be provided to the requesting facility or the requesting unit at a facility upon assignment.
- ii. Each RN must provide healthcare to patients based on training and instruction by SFHN nursing leadership in their assigned unit or department.
- iii. Each RN must perform daily clinical activities involving the following categories:
 - a) Safe "needle devices"
 - b) Infection control
 - c) Patient safety
 - d) Positive patient identification
 - e) Time Out
 - f) Clinical alarms
 - g) Falls prevention
 - h) Use of restraints
 - i) Medication administration
 - j) Blood transfusion
 - k) Isolation
 - l) Patient Rights
 - m) Advance Directive
 - n) Patient abuse
 - o) Child abduction
 - p) Pain assessment and reassessment
 - q) Nutritional assessment
 - r) Functional assessment
 - s) Pressure ulcer
 - t) Patient/Family education
 - u) Effective communication & documentation
 - v) Safe patient handoff

- w) Emergency response
- x) Safe equipment handling and use
- y) Universal Body Substance precautions
- z) HIPAA & Information systems security

2. Compliance Requirements

- i. Each RN must have successfully passed the CONTRACTOR appropriate drug calculation and "medication pass" procedure.
- ii. To comply with OSHA regulations on Occupational Exposure to Blood Borne Pathogens (<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1030>), all Nursing Registries are to have the following policies and procedures in effect:
 - a) Exposure Determination. Record of employees having or likely to have direct exposure to blood/other potentially infectious fluids.
 - b) iExposure Tracking. Record of each employee's reported exposure incident. Record in OSHA 200 Log of employee HBV/HIV illness related to injury or exposure incident.

3. Training and Orientation

- i. Each RN must successfully complete orientation, both clinical, and, to the hospitals' computer/electronic systems and policies/procedures at the CONTRACTOR'S expense. This includes the unified electronic medical record system for the SFHN, EPIC. Nurses will receive training in EPIC usage.
- ii. Each RN must participate in a patient care documentation training wherein the registry staff must pass the required skills validation test prior to the start of the first scheduled shift.
- iii. CONTRACTOR must maintain a record of each RN's participation in an education and training program upon orientation and annually thereafter and whenever modification of current task may affect the potential occupational exposure to bloodborne pathogens.
- iv. CONTRACTOR'S training program shall contain the following elements:
 - a) Explanation of epidemiology, clinical presentation, modes of transmission of bloodborne pathogens.
 - b) Information on HBV vaccine; efficacy, safety, and benefits.
 - c) Explanation of use and limitations of methods that may prevent or reduce exposure including:
 - 1) Universal Precautions
 - 2) Personal Protective Equipment
 - 3) Safe Needle Devices
 - 4) Work Practices
 - 5) Infectious waste handling and disposal
 - 6) Explanation of Biohazard/Biological hazard symbol and color-coded systems for identification of biological hazard.

- 7) Explanation of procedure to follow if an exposure incident occurs and available medical follow-up
- 8) Mandatory safety and infection control education

E. REGISTERED NURSE ORDERS AND FULFILLMENT OF ORDERS

1. Order Process and Assignment Terms

- i. The SFHN CNO or his/her designee will communicate orders for Registry Staff to CONTRACTOR via e-mail, telephone and/or fax. CONTRACTOR'S responses must be sent by e-mail to the City employee requesting the service.
- ii. If the CONTRACTOR is unable to fulfill the Request within three business days, the City will process to request RN Registry Staff from the secondary CONTRACTOR.
- iii. Throughout the course of the contract the City will monitor the performance of the CONTRACTORS to whom contracts have been awarded and reserves the right, acting in its sole discretion, to promote and/or demote CONTRACTORS designation as primary, secondary, etc.
- iv. The default length of each RN assignment will be up to 13 weeks with the option to extend by mutual agreement based on the operational needs of the SFHN. The City reserves the right in its sole discretion to terminate the assignment early with or without cause based on operational needs or job performance. The SFHN offers both 8 and 12 hours shifts depending on availability and the facility.
- v. Before confirmation of an RN assignment, CONTRACTOR must send (fax or e-mail) a copy of the RN's license/certificate, driver's license/ CLEAR picture I.D., a cell phone number, updated competency skills list, resume, educational background, clinical experience/previous assignments, and other credentials/documents relevant to the RN's clinical specialty and competency in Section 7 MAINTENANCE OF RECORDS, LICENSES AND PERMITS.

2. Responsibilities and Policies

- i. CONTRACTOR is responsible for each RN's housing, parking, transportation to assigned facilities, and registry staff compensation for any required facility orientation.
- ii. Each RN's schedule is based on a specific unit/area's staffing needs. Schedules are published every 28 days.
- iii. An RN unable to fulfill a shift due to illness must call in sick (no later than two hours before the start of the shift assigned) and shall provide a medical certificate upon return to work. If the RN fails to notify nursing operations two hours before the start of the assigned shift of the RN's inability to work due to illness and/or fails to provide a medical certificate upon return to work, the RN will be considered AWOL. If an RN does not show up for the assigned shift, they will be considered AWOL. City does not pay for shifts that are not worked. No sick time or AWOL shifts will be paid for. No incidents of absence from work, other than illness or extreme family emergency verifiable in writing, are acceptable. The RN shall not request vacation or time off while under assignment.

3. Non-Compliance and Replacement

If an RN refuses an assignment in a clinical area in which he/she was contracted for, the CONTRACTOR will find a replacement and the SFHN will not release the RN until the

replacement becomes available. The RN will be put on a "do not send" status and will not be selected for future assignments and employment.

F. CANCELLATION OF SERVICE REQUEST

If the CONTRACTOR cancels less than two hours prior to reporting time or the RN fails to report for work at specific time, the Hospital will be entitled to collect/credited for the entire shift at the prevailing rate. Credits will be reflected on Agency invoices. CONTRACTOR cancellation notices will also be reflected on the Hospitals time records to ensure Agency/the Hospital records are in agreement. **If a replacement is sent within the first two hours of the shift, the Hospital will pay for actual hours worked.** Excessive cancellation by the Agency and excessive cancellation by a specific RN may lead to termination of the contract for the CONTRACTOR and a "do not send" status for the RN. Excessive cancellation is defined as two times or more in a month.

G. RIGHT TO DISMISS

1. If, in the sole discretion of the SFHN CNO or designee, an RN referred by the CONTRACTOR is deemed incompetent, negligent, or has engaged in misconduct, the City will require the RN to leave the City's premises and the Hospitals will inform the Agency of its decision/action immediately. The City's may furnish written justification for dismissal at least ten working days after the incident.
2. If during the term of the contract, contract service is determined to be unacceptable for the City, and such is documented by the City, it is understood and agreed that the service will be canceled and removed from the contract without penalty to the City. The City's Sole obligation to the CONTRACTOR is payment of service made prior to any cancellation. The City will purchase the required service from any source and in a manner as determined by the City.
3. The City's obligation to compensate the CONTRACTOR for such RN's services shall be limited to the hours actually worked by such RN and the City shall have no further obligation with respect to such RN's assignment or reassignment to the City. CONTRACTOR agrees that the Hospitals shall not be liable for any damage or cause of action arising out of the dismissal of CONTRACTOR RN and hereby agrees to indemnify, defend and hold harmless the Hospital for any causes of action or damage brought by CONTRACTOR RN against the Hospital, which arise out of such dismissal.
4. RNs deemed unsatisfactory due to performance will be excluded from future Hospital assignments based on, but not limited to, failure to demonstrate satisfactory performance in the clinical area.
5. A Hospital Performance Evaluation Form or Formal Memorandum may be submitted to the CONTRACTOR upon completion of hospital assignment and will outline deficiencies used as a basis for the Hospital's decision to deem RN's performance to be unsatisfactory.

H. ORIENTATION/ TRAINING

1. While providing patient care services at the Hospital, RNs must comply with all provisions of the licensing law under which they are licensed; with regulations promulgated there under; with patient documentation (manual and/or electronic) and with policies accepted by the Hospital to protect the health and welfare of patients.
2. To ensure that RNs understand the Hospital policies, the hospital will provide orientation to acquaint them with the clinical systems and with the policies and documentation that are necessary to the performance of their temporary duties. The orientation is paid for by the CONTRACTOR (estimated to be 48 hours). Any additional training in orientation that is

needed for RNs will be covered by the CONTRACTOR. The Hospital will also provide the CONTRACTOR within twenty (20) working days after notice of award with an Informational Binder for CONTRACTOR orientation of their RNs. The CONTRACTOR shall ensure that all RNs assigned to the Hospital are familiar with basic orientation information provided to the CONTRACTOR by the Hospital before their first assigned shift to the Hospital. This includes, but is not limited to, information about timesheets, dress code, perfume, nail and hair codes, parking availability, etc.

I. MAINTENANCE OF RECORDS, LICENSES AND PERMITS

1. CONTRACTOR must possess all licenses and/or permits necessary to provide the services specified and as required by the laws of the United States, the State of California, and the City and County of San Francisco.
2. The City may periodically inspect CONTRACTOR RN files to validate compliance with all regulatory agencies. Visits to CONTRACTOR Agencies are unannounced and the following information must be maintained up-to-date and available for review upon request:
3. Education, Licensing and Certification Verification.
 - i. Bachelor of Science in Nursing (BSN) or Associate Degree in Nursing (AND)
 - ii. Evidence of current California License/certification.
 - iii. Evidence of current CPR certification from the American Heart
 - iv. Association (other provider not acceptable).
 - v. For specialty care RNs, evidence of successfully passing specialty care competency testing and one year's recent experience in specialty area and other certifications required for said specialty per California Title 22 Competency Standards.
 - vi. Evidence of current license or certificate by "primary source verification" method obtained PRIOR to expiration date.
 - vii. Evidence of appropriate education and experience requirements.
4. Employment and Background Check.
 - i. Reference checks on file.
 - ii. Evidence of confirmation of no judicial/criminal record (DOJ and FBI).
 - iii. Serologic evidence of immunity to Mumps, Measles, Rubella and Varicella, annual Tuberculosis screening, and Hepatitis B immunization/declination on all RNs.
5. Training and Competency Compliance.
 - i. Current Skills Inventory Checklist, which includes "safe needle devices".
 - ii. Current universal substance precautions and health and safety classes congruent with City and County policy (the Hospital's Health & Safety Policy), Joint Commission and California Title 22 standards.
 - iii. Current and past performance evaluations.
 - iv. Documentation of satisfactory completion of drug calculation test, "medication pass" procedure and skill competency testing.
 - v. Evidence of annual mandatory classes on Restraints, Pain Management, patient safety and infection control, disaster preparedness and other mandated competency skills

educational requirements, as well as other permits, licenses, etc., as required by City/County, State, Joint Commission, or Federal regulations.

- vi. California State Board's current list of RNs on probation or suspension must be kept on file by the Agency, and the Agency must check their RNs against the current list to ensure RNs referred to the Hospitals have current licenses. RNs must not be referred to the Hospitals with expired license/certificate, or while on probation or suspension. Violation of this condition will be considered as a basis for contract termination.
- vii. If the City's inspection of CONTRACTOR RNs files should reveal CONTRACTOR to be in default of its obligations under the contract, it will be cause for cancellation of the contract by the City.

J. CHANGES

CONTRACTOR must notify Hospital by certified mail, 30 days in advance of any changes in the services required in the contract.

K. COMPENSATION

1. Contractor’s prices include all costs chargeable to the City. The CONTRACTOR will assume all costs including RNs’ salaries, transportation, parking, and any other expense for their employees. No charges to the City are to be made for special orientation or training. All costs to the City shall be included in the rates listed in Attachment B, Calculation of Charges. No overtime will be paid unless approved in advance by the City and the Nursing Supervisor signs the sign-in sheet.
2. Services actually performed shall be determined from a weekly time sheet completed by each registry employee. The City week or pay period starts on Saturday and ends on Friday. The clock/stamper located in the Nursing Office must be used to record all in and out times. A system-generated time report along with the time sheets will be faxed to CONTRACTOR from the SFHN Nursing Departments. CONTRACTOR will format invoice to match the time report. Invoices submitted by the CONTRACTOR must be in a form acceptable to the Department and the Controller. All amounts paid by the City to the CONTRACTOR shall be subject to an audit by the City.
3. CONTRACTOR will invoice the City monthly in arrears based upon rates agreed to by the City in Appendix B- Calculation of Charges.
4. Payment shall be made by the City to CONTRACTOR in arrears for services- actually performed throughout the term of the contract.
5. Invoices: The City makes a good faith effort to pay all bills within thirty (30) days of receipt of order. However, incorrect prices, or incorrectly mailed invoices often result in delayed payments.

L. RATE SHIFTS

1. Eight and twelve hour shifts will be paid at the same hourly rate.
2. All San Francisco Health Network Medical Facilities/Sites.

| <u>SHIFTS</u> | <u>START TIME</u> | <u>END TIME</u> |
|-----------------|-------------------|-----------------|
| 8 hour day; | 7:00 AM | 3:30 PM |
| 8 hour evening; | 3:00 PM | 11:30 PM |

| | | |
|----------------|----------|---------|
| 8 hour night; | 11:00 PM | 7:30 AM |
| 12 hour day; | 7:00 AM | 7:30 PM |
| 12 hour night; | 7:00 PM | 7:30 AM |

M. OVERTIME

1. CONTRACTOR will comply with all applicable provisions of Title 8, Chapter 5 of the California Code of Regulations regarding wages. CONTRACTOR may bill the Hospital for overtime to the extent such overtime has actually been pre-approved in writing by the Administrator On Duty (AOD) under said Regulations, for services performed at the Hospital. Such overtime charges may only be billed at a maximum of 1-1/2 times the regular billing rate for such hours. No overtime will be paid for attending meetings or missing meals.
2. If a shift is ordered and filled as a nine and one-half (9 1/2) hour shift, the hours above eight (8) hours are not considered overtime. If the employee worked at a non-DPH facility, ZSFG is not liable for overtime that results from said work regardless of how the CONTRACTOR pays the employee.

N. HOLIDAY PAY

The holiday will start on the day of the holiday at 7:00 AM and will end the following day at 7:30 AM. The City observes the federal holidays listed below. Such holiday charges may only be billed at 1-1/2 times the regular billing rate for such hours.

1. New Year's Day
2. Labor Day
3. Memorial Day
4. Thanksgiving Day
5. Juneteenth Day
6. Christmas Day
7. Independence Day
8. Note: Holidays maybe be added or removed at the discretion of the City.

O. INFECTION CONTROL POLICIES

CONTRACTOR must agree to fully comply with the the current Infection Control standards, and policies applicable to the requesting Department location.

P. MODIFICATIONS TO THE SCOPE OF WORK

The City may request and issue modifications to this Scope of Work in order to effectively respond to any emergency or other situation which may arise during the course of the Agreement.

Q. QUARTERLY BUSINESS MEETING

1. CONTRACTOR shall participate in quarterly business reviews with the City in evaluative studies designed to show the effectiveness of CONTRACTOR's services. These meetings shall happen on a regular basis every 90 days but may increase in frequency as needed.
2. CONTRACTOR agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.

3. For contracts for the provision of services in the SFHN, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment A-1. CONTRACTOR must provide accurate metrics and must be prepared to discuss performance below the required threshold for each measure. In addition, planned countermeasures will be discussed and implemented in the event that performance measures are not met.
4. Performance measures are reported annually to Performance Improvement Committees (PIPS) at Zuckerberg San Francisco General and Laguna Honda Hospital and Rehabilitation Center.
5. The City agrees that any final written reports generated through the evaluation program shall be made available to CONTRACTOR within 30 working days. CONTRACTOR may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

R. CONTRACT ADMINISTRATOR

The City's Contract Administrator for this Agreement is **Troy Williams**, or designee.

S. INFECTION CONTROL, HEALTH, AND SAFETY:

1. Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.
2. Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
3. Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
4. Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
5. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
6. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
7. Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.
8. Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

T. AEROSOL TRANSMISSIBLE DISEASE PROGRAM, HEALTH AND SAFETY:

1. Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.
2. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
3. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
4. Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

U. HOSPITAL POLICY 16.27:

It is the policy of Zuckerberg San Francisco General (ZSFG) to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. ZSFG is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate ZSFG personnel. However, the primary objective of ZSFG is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of Zuckerberg San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES." Before visiting any ZSFG facilities, it is required that a HCIR create a profile with "VendorMate." Vendormate is the company that manages the credentialing process of policy 16.27 for SFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to <https://sfdph.vendormate.com> for details.

V. HOSPITAL POLICY 3.28:

To ensure that care, treatment, and clinical services provided through contractual agreements are provided safely and effectively. Contractors for Zuckerberg San Francisco Hospital must comply with Hospital Policy 3.28 "CONTRACTING PATIENT CARE SERVICES"

W. PERFORMANCE IMPROVEMENT PLAN

The Contractor's performance shall be measured and reported according to the Attachment 1 to Appendix A Performance Improvement Plan and Performance Measure Grid.

Attachment 1 to Appendix A
PERFORMANCE IMPROVEMENT PLAN
AND PERFORMANCE MEASURE GRID

Contract Services

AIM: All services provided through contractual agreement are provided safely and effectively for patient care and support services, annually.

**For each of these measures, all services must provide stratification across the facilities for which services are rendered (LHH, ZSFG, and Ambulatory Care).

| Contract Name | Services Provided | Measure Name & Measure Target | Metric (What data is being collected?) | Counter Measure if Target is not met |
|----------------------|--------------------------|---|--|--|
| Triage, LLC. | RN Personnel | Registry request fulfillment (>90% of requests made by SFHN are responded to with appropriate number candidates by service provider). | # of requests for which vendor submitted sufficient candidates <hr/> # of requests made by SFHN **Timeliness of fulfillment. How long did it take to reply to City's request? How long did it take Contractor to provide candidates to fulfill the request? | Service provider and SFHN to perform root cause analysis for reasons why requests are not being fulfilled. |
| Triage, LLC. | Nursing Personnel | Onboarding and Orientation Clearance Compliance (>100%) | # of candidates that are approved by the facility who are completing onboarding <hr/> # of candidates approved by the facility **additional metric: average time it takes to clear and onboard staff after SFHN offer | Service provider to establish more robust screening methods based on SFHN needs. |

| | | | | |
|----------------------------|--------------------------|--|--|---|
| <p>Triage, LLC.</p> | <p>Nursing Personnel</p> | <p>Cancellations prior to start (<5%)</p> | <p># of candidates who cancel prior to starting (this can be before or during onboarding/ orientation) <hr/> # of accepted positions</p> | <p>Service provider and SFHN to perform root cause analysis for reasons why positions may need to be cancelled and why candidates may be opting out</p> |
| <p>Triage, LLC.</p> | <p>Nursing Personnel</p> | <p>Terminations for cause (<5%)</p> | <p># of candidates terminated by SFHN for cause in orientation or in the role <hr/> # of started positions **Stratify by cause of termination (i.e. attendance issue, egregious incident, etc.)</p> | <p>Service provider to follow up with SFHN to adjust registry needs. Based on stratification, develop countermeasures to ensure quality staff are being selected.</p> |
| <p>Triage, LLC.</p> | <p>Nursing Personnel</p> | <p>Personnel File Compliance 100% compliance- random audits performed throughout duration of contract. Contractor has 2 business days to turn over the personnel file.</p> | <p># of files with complete records <hr/> # of files requested</p> | <p>Immediate corrective action to ensure records are updated.</p> |

Appendix B
Calculation of Charges

1. Method of Payment

| Item | 12 Hour Shift Base Rate (per hour) | Night Shift Base Rate (per hour) | 8 Hour Base Rate (per hour) | Overtime Rate (per hour) |
|--|--|--|-----------------------------------|--------------------------------|
| Registered Nurse: Specialty 1 (Operating Room, Critical Care, Emergency Department, NICU, Labor & Delivery, Cath Lab, PeriOp, Acute HD, Radiology, Peds, Tele) | \$ 102.00 | \$ 102.00 | \$ 102.00 | \$ 153.00 |
| Registered Nurse: Non Specialty | \$ 88.00 | \$ 88.00 | \$ 88.00 | \$ 132.00 |

2. Program Budgets and Final Invoice

Program Budgets are listed below and are attached hereto. The Contractor agrees to comply with its Program Budgets as outlined below. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/ Procedure Regarding Contract Budget Changes. The Contractor agrees to comply full with that policy/ procedure.

A. The maximum dollar for each term and funding source shall be as follows:

| Contract | Funding Source | Amount |
|--------------------|----------------------------|----------------|
| Original Agreement | General Fund | \$3,100,000.00 |
| | Contingency | \$ 0 |
| | Total Not to Exceed Amount | \$3,100,000.00 |

B. Invoicing.

1. Invoices shall be in a form acceptable to the Contract Administrator, contain all requested information, and shall conform to the requirements specified in Section 3.3.4 of the Agreement.
2. The Contractor shall submit monthly invoices by the 15th working day of each month based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Appendix A, shall be billed at the agreed method of payment in this Appendix B each month.
3. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Contractor at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

Appendix C
Reserved

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)**

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TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department’s standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department’s standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User’s access.

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

SECTION 7 - DEPARTMENT’S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party’s access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User’s access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

Attachment 1 to SAA
System Specific Requirements

I. For Access to Department Epic through Care Link the following terms shall apply:

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:
3. Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:

A. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

- a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: HSA

Submitted By: Patrick Garcia

Department Coordinator: Tara Alvarez,
tara.alvarez@sfgov.org

Project Manager: Michael Zaugg

ServiceNow Number: DHRPSC0006111

Version: 0.01

Version Type: New

Brief description of proposed work: Proprietary software that provides integrated client management, care coordination, service tracking, and billing systems to hundreds of local, county, and state agencies nationwide.

Review Type and Reason

CSC Review Required: Yes

CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$2,349,551

Does contract include items other than services?: Yes

- Cloud-Based Software Licenses and Support (without Professional Services): \$2,129,551

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 48

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: Vendor will provide access to its proprietary software system allowing for tracking, coordinating, management, and reporting of program services for DAS programs and DAS funded community based services. Vendor will also provided as needed software support and customization to the software as a service. Vendor is the only authorized provider to do this work.

Why are these services required and what are the consequences of denial?: Proprietary software provides integrated client management, care coordination, service tracking, and billing

systems to hundreds of local, county, and state agencies nationwide, collectively serving more than 10 million vulnerable individuals. Denial of services shuts down entire database which department relies on to serve clients

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 1

Why have you not hired City employees to perform the services?: Contractor is the only qualified and authorized provider that can host, maintain, and provide support services for the software platform.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: Disability and Aging Services Commission

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?:

No

Q2 - Does performing these services cause a conflict of interest?: No

Q3 - Are these proprietary services City is not authorized to do?: Yes. See attached letter from the manufacturer confirming these services must be performed by the manufacturer or an authorized reseller/distributor.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 1063 - IS Programmer Analyst-Senior, 1053 - IS Business Analyst-Senior

Labor Unions: 021 - Prof & Tech Eng, Local 21

Labor Union Email Addresses: L21pscreview@ifpte21.org

Union Review Sent On: 4/27/2026

Union Review End Date: 5/7/2026

Union Review Duration Met On: 5/7/2026

