

File No. 210830

Committee Item No. 1

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date February 16, 2022

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

#### OTHER (Use back side if additional space is needed)

- Original Agreement 7/1/19
- Agreement Amendment No. 1 - 6/24/20
- Agreement Amendment No. 2 - 7/15/20
- BOS Resolution No. 432-18 - 12/21/18
- BOS Resolution No. 1-21 - 1/8/21
- DPH Presentation - 12/8/2021
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Brent Jalipa Date February 11, 2022

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Contract Amendment - Cross Country Staffing, Inc. - Department of Public Health Registry  
2 Services - Not to Exceed \$85,639,013]

3 **Resolution approving Amendment No. 3 to the agreement between Cross Country**  
4 **Staffing, Inc. and the Department of Public Health, for as-needed registry personnel to**  
5 **maintain mandated staffing levels, to increase the agreement amount by \$59,711,013,**  
6 **for an amount not to exceed \$85,639,013, and to extend the term by two years, from**  
7 **June 30, 2022, for a total agreement term of July 1, 2019, through June 30, 2024, and to**  
8 **authorize DPH to enter into amendments or modifications to the contract prior to its**  
9 **final execution by all parties-that do not materially increase the obligations or liabilities**  
10 **to the City and are necessary to effectuate the purposes of the contract.**

11  
12 WHEREAS, There is a continued need to utilize registry services in order to meet  
13 mandated minimum staffing levels and to deliver high quality care to the patients of the  
14 Department of Public Health (DPH), while simultaneously addressing the COVID-19  
15 pandemic, including patients at Zuckerberg San Francisco Hospital and Medical Center  
16 (ZSFG) and Laguna Honda Hospital; and

17 WHEREAS, Through a Request For Proposals (RFP) process, DPH selected Cross  
18 Country Staffing, Inc. to provide these registry services; and

19 WHEREAS, DPH established an agreement in the amount of \$9,840,000 for the period  
20 of July 1, 2019, through June 30, 2020, and, in order to ensure uninterrupted services,  
21 subsequently amending the agreement with Board approval through Resolution Nos. 432-18  
22 and 1-21 (Files 181134 and 200933, respectively) to extend the term through June 30, 2022,  
23 and to increase the amount to \$25,928,000; and

1           WHEREAS, DPH wishes to increase the contract by \$59,711,013, for a total contract  
2 amount not to exceed \$85,639,013, and to extend the term by two years, from June 30, 2022,  
3 for a total agreement term of July 1, 2019, through June 30, 2024; now, therefore, be it

4           RESOLVED, That the Board of Supervisors hereby authorizes the Director of  
5 Public Health and the Director of the Office of Contract Administration/Purchaser, on  
6 behalf of the City and County of San Francisco, to execute Amendment No. 3 to the  
7 agreement with Cross Country Staffing, Inc. to increase the agreement amount by  
8 \$59,711,013, for an amount not to exceed \$85,639,013, and to extend the term by two  
9 years, from June 30, 2022, for a total agreement term of July 1, 2019, through June 30,  
10 2024; and, be it

11           FURTHER RESOLVED, That the Board of Supervisors authorizes the  
12 Department of Public Health to enter into any amendments or modifications to the  
13 contract, prior to its final execution by all parties, that the Department determines, in  
14 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
15 materially increase the obligations or liabilities of the City, are necessary or advisable to  
16 effectuate the purposes of the contract, and are in compliance with all applicable laws;  
17 and, be it

18           FURTHER RESOLVED, That the Director of Health will submit to the Budget and  
19 Legislative Analyst for review of the proposed FY22-23 and FY23-24 annual appropriation  
20 ordinance a report that details Cross Country staff at San Francisco General Hospital and  
21 Laguna Honda Hospital in FY2021-22 by classification, hours and total expenditures by  
22 classification; and request the Budget and Legislative Analyst to evaluate details of Cross  
23 Country staffing and expenditures and make budget recommendations, as appropriate; and,  
24 be it

25

1            FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
2 by all parties, the Director of Health and/or the Director of the Office of Contract  
3 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for  
4 inclusion into the official File No. 210830.

5

6 RECOMMENDED:

7

8                      /s/                                  
          Dr. Grant Colfax

9            Director of Health

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

|   |  |
|---|--|
| <p><b>Item 1</b><br/> <b>File 21-0830</b><br/> <i>(Continued from 12/8/2021)</i></p>  | <p><b>Department:</b><br/>                 Department of Public Health</p> |
| <p><b>EXECUTIVE SUMMARY</b></p>   |  |
| <p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution approves Amendment No. 3 to the agreement between the Department of Public Health (DPH) and Cross Country Staffing for as-needed registry staff at San Francisco General Hospital and Laguna Honda Hospital. The proposed Amendment No. 3 increases the total agreement amount by \$59,711,013, from \$25,928,000 to \$85,639,013, and extends the agreement term by two years to June 30, 2024.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• This report is based on a revised resolution to be submitted by DPH to the December 1, 2021 Budget and Finance Committee meeting.</li> <li>• According to DPH, although the current agreement does not expire until June 2022, the Department is requesting an increase in the agreement amount and extension of the agreement because the Department has already incurred agreement expenditures that exceed the agreement amount and projects ongoing expenditures for registry staffing due to vacancies, leaves of absence due to the COVID-19 pandemic, and additional staffing requirements due to the COVID-19 pandemic.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• According to DPH staff, the Department’s actual agreement expenditures are \$32.1 million, or approximately \$6.2 million more than the current agreement not-to-exceed amount of \$25.9 million. DPH projects total agreement expenditures through June 2024 of \$85.6 million.</li> <li>• Approximately 70% of costs are covered by non-General Fund sources.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>• Due to the size of the contract and the uncertain future need for temporary staff, we recommend that the Board of Supervisors amend the proposed resolution to request DPH report to our office regarding actual contract spending and for our office to make budget recommendations as needed during the FY 2022-23 and FY 2023-24 budget review.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the resolution.</li> </ul> |  |

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract by a department, board, or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

The Department of Public Health (DPH) entered into an agreement with Cross Country Staffing, Inc. in July 2019 following a competitive solicitation for as-need registry staff to augment staff at San Francisco General Hospital and Laguna Honda Hospital to meet mandated staffing levels.<sup>1</sup> The original agreement was in an amount not-to-exceed \$9,840,000 for one year through June 2020, with four one-year options to extend the agreement through June 2024. The Department amended the agreement in June 2020, extending the term by six months to December 2020 with no change in the not-to-exceed amount.

In December 2020, the Board of Supervisors approved the second amendment to the agreement, extending the term by one and one-half years to June 2022, and increasing the agreement amount by \$16,088,000 to not-to-exceed \$25,928,000.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution approves Amendment No. 3 to the agreement between DPH and Cross Country Staffing for as-needed registry staff at San Francisco General Hospital and Laguna Honda Hospital. The proposed Amendment No. 3 increases the total agreement amount by \$59,711,013, from \$25,928,000 to \$85,639,013, and extends the agreement term by two years to June 30, 2024. The proposed resolution authorizes DPH to enter into amendments or modifications to the agreement prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to implement the agreement.

According to Michelle Ruggels, DPH Business Office Director, although the current agreement does not expire until June 2022, the Department is requesting an increase in the agreement amount and extension of the agreement by two years through June 2024 because the Department has already incurred agreement expenditures that exceed the agreement amount (see Fiscal Impact Section below) and projects ongoing expenditures for registry staffing due to

---

<sup>1</sup> According to the Budget and Legislative Analyst’s report to the December 16, 2020 Budget and Finance Committee (File 20-0933), a panel consisting of representatives from San Francisco General Hospital reviewed proposals from respondents and awarding scores out of 100 points based on their qualifications statement, recent relevant experience, agency and professional background, and budget. Cross Country Staffing was selected as the Primary Contractor with 94.75 points and Aya Healthcare and TaleMed were selected as the two back-up contractors receiving 90.00 and 87.50 points, respectively. These back-up contracts can be potentially used when Cross Country does not have capacity.

vacancies, leaves of absence due to the COVID-19 pandemic, and additional staffing requirements due to the COVID-19 pandemic.

Cross Country staffing provides temporary staff to DPH to backfill for absences or meet increased patient census at San Francisco General Hospital and Laguna Honda Hospital. Cross Country staff include registered nurses, licensed vocational nurses, patient care assistants, certified nursing assistants, and other technical and licensed staff. Amendment No. 3 differs from the original agreement and prior amendments by providing for out-of-state health care staff to practice in California to respond to the COVID-19 pandemic without obtaining California licenses in accordance with the Governor's June 2021 proclamation.<sup>2</sup>

### **Registry Staffing**

According to the December 15, 2020 memorandum from the DPH Chief Operating Officer to the Budget and Finance Committee Chair, the agreement between DPH and Cross County is important because "access to temporary nursing...is crucial to COVID-19 response, in deep demand, and highly competitive." Further, according to the memorandum, because of the agreement with Cross County, DPH "has been able to meet unanticipated staffing gaps due to employee absences, while also staffing COVID-19 response both internally, and at off-site locations, such as Shelter-In-Place and Quarantine hotels. Temporary staffing needs have increased significantly, with the current hospitalization surge greater today than in May."

According to a November 3, 2021 email from the San Francisco General Hospital Director of Nursing, the COVID-19 pandemic required DPH to add nursing positions at San Francisco General Hospital to provide new (and unbudgeted) services, including COVID testing, vaccinations, and monoclonal antibody administration. The Director of Nursing also noted that the Hospital had three census surges due to COVID-19 in March 2020, December 2020, and September 2021.

Cross Country staffing hours in FY 2020-21 at San Francisco General Hospital and Laguna Honda Hospital are shown in Exhibit 1 below.

---

<sup>2</sup> The Governor's proclamation remains in effect during the declared state of emergency in California, which currently extends through March 2022.

**Exhibit 1. Cross County Staff Hours**

| <b>Staffing Category</b>         |      | <b>SFGH</b>         | <b>LHH <sup>a</sup></b> | <b>Total</b>   | <b>Est. FTEs<sup>3</sup></b> |
|----------------------------------|------|---------------------|-------------------------|----------------|------------------------------|
|                                  |      | 7/1/20 -<br>8/25/21 | 7/1/20 -<br>9/30/21     |                |                              |
| Registered Nurses                | 2320 | 42,377              | 66,471                  | 108,848        | 54.68                        |
| Licensed Vocational Nurses       | 2312 | 117                 | 5,670                   | 5,787          | 2.82                         |
| Patient Care Assistants          | 2302 | 22,709              | 36,961                  | 59,670         | 29.95                        |
| Medical Evaluations Assistants   | 2430 | 4,657               | 7,291                   | 11,948         | 6.00                         |
| Licensed Psychiatric Technicians | 2305 | 5,296               | 0                       | 5,296          | 2.80                         |
| <b>Total</b>                     |      | <b>75,155</b>       | <b>116,392</b>          | <b>191,547</b> | <b>96.25</b>                 |

Source: Department of Public Health

<sup>a</sup> Laguna Honda Hospital staff hours include 2.0 FTE registered nurse positions for contact investigation and tracing, 1.5 FTE registered nurse positions for EPIC electronic health records, and 8.0 FTE registered nurse positions for COVID response.

The staffing provided by Cross Country staffing is equivalent to approximately 96 FTEs, of which nearly 55 FTEs are registered nurses and 30 FTEs are patient care assistants.

**Staffing Plan**

According to DPH staff, Laguna Honda Hospital monitors minimum staffing requirements for each shift to ensure sufficient staff are scheduled and conducts quality assurance assessments to ensure staffing requirements are sufficiently monitored. Responsibility for hiring staff was transferred from the City’s Department of Human Resources to Laguna Honda Hospital in July 2021 and Laguna Honda Hospital is now actively recruiting staff.

At General Hospital, DPH uses registry staff to backfill vacancies to maintain state-mandated staffing ratios. Staffing needs are evaluated on a weekly basis.

*Vacancies at San Francisco General Hospital and Laguna Honda Hospital*

According to San Francisco General Hospital Human Resources, the vacancy rate for registered nurse positions at San Francisco General Hospital in FY 2021-22 from July 2021 through October 2021 was 5.25 percent, which was higher than the FY 2020-21 vacancy rate of 4 percent. According to Laguna Honda Hospital Human Resources, the vacancy rate for registered nurse positions at Laguna Honda Hospital in FY 2021-22 from July 2021 through October 2021 was 7.84 percent which was higher than the FY 2020-21 vacancy rate of 7.05 percent.

*Patient Census*

Average daily patient census at San Francisco General Hospital from July 2019 through October 2021 in the medical surgical units varied from 150 to 182 and in the intensive care units varied from 24 to 40. With the exception of the winter surge in Nov 2020 to Feb 2021, census in FY 20-21 appears to have been below average. According to DPH staff, staffing ratios decreased from 2:1 to 1:1 to account for COVID safety protocols, which required more staffing than usual even

<sup>3</sup> Full time equivalent (FTE) estimates are based on approximately 80 percent time (1,624 hours out of 2,080 annual hours)



when census counts decreased. The monthly change in average daily patient census is shown in the Attachment.

According to information provided by DPH from the EPIC electronic health system, the average daily patient census for Laguna Hospital in FY 2020-21 was 708.84, which is approximately 4.9 percent lower than in FY 2019-20. The average daily patient census at Laguna Honda Hospital in FY 2021-22 from July 2021 through October 2021 was 706.29.

According to DPH staff, Laguna Honda Hospital did not admit new patients between March 2020 to June 2020 due to the Public Health Order, and restarted admissions primarily from San Francisco General Hospital in July 2020.

### **Performance Monitoring**

Cross Country services are monitored through annual reporting of performance measures as outlined in Appendix A of the original agreement, which requires Cross Country to provide qualified staff. Cross Country is monitored to ensure that all services are provided safely and effectively for patient care and support services by reviewing annually the percentage of contract staff who:

- Completed hospital unit orientations
- Met requirements for completing medication pass / narcotic audits
- Have a completed a staff evaluation
- Met criteria as established in the verification requirements
- Performed checklist skills as established in the original agreement

According to Gillian Otway of DPH Nursing Administration, in FY 2020-21, Cross Country Staffing met the above listed performance metrics, and the Department continues to monitor these metrics to ensure the registry staff are qualified and competent to care for the Department's patients.

## **FISCAL IMPACT**

### **Amendment No. 3 Rates**

The original agreement listed hourly rates for registry staff, based on whether the staff person worked an 8- or 12-hour shift, or worked a night shift. The proposed 3<sup>rd</sup> amendment includes additional rates for COVID response, based on the type of service (medical/surgical unit, intensive or cardiac care, other), and whether the staff are traveling from out-of-state or local.<sup>4</sup>

---

<sup>4</sup> According to DPH, Cross Country Staffing sets rates based on guaranteed minimum assignments of 48 hours (four 12-hour shifts) and 36 hours (three 12-hour shifts) for nurses traveling from out of state. Minimum guaranteed assignments for nurses in surge/emergency situations are used primarily as a recruitment and retention tool to better compete in the marketplace for scarce registry/traveler resources in an emergency. Where possible, local resources are preferred however, given the high demand across all healthcare facilities out of state travelers are used. In such cases, housing is covered.

*Staffing Requirements at San Francisco General Hospital and Laguna Honda Hospital*

According to DPH staff, the Department mostly pays the COVID response rates listed in the proposed 3<sup>rd</sup> amendment; because the Department needed to compete for registry staff with other hospitals, the Department agreed to pay COVID rates to have sufficient staff to care for patients. Initially, the Department limited routine hospital visits such as non-urgent clinic appointments, and all elective surgery and procedures to redeploy nurses to COVID testing and vaccination, Shelter-in-Place hotels, and contact tracing. When clinic appointments and elective surgery and procedures resumed, the Department reassigned staff to their original assignments, requiring hiring of registry staff for COVID-related services.

According to DPH staff, at any given time approximately 125 registered nurses are on leave, such as Family Medical Leave Act (FMLA), COVID-related leave, or other leave, requiring backfilling of shifts with temporary/registry staff. The Department has also hired temporary/registry nurses to cover open shifts that are affected when quarantine measures are enacted for symptomatic COVID-19 or other staff.

**Agreement Expenditures**

According to the DPH Business Office Director, the Department's actual agreement expenditures are \$32.1 million, or approximately \$6.2 million more than the agreement not-to-exceed amount of \$25.9 million. According to the DPH Business Office Director, expenses incurred above the agreement not-to-exceed amount have not been paid, pending approval of the proposed third amendment. DPH projects total agreement expenditures through June 2024 of \$85.6 million, as shown in Exhibit 2 below.

**Exhibit 2: Actual and Projected Agreement Expenditures July 2019 – June 2024**

|   | San Francisco<br>General Hospital | Laguna Honda<br>Hospital <sup>a</sup> | Total               |
|---|-----------------------------------|---------------------------------------|---------------------|
| <b>Expenditures</b>                         |                                   |                                       |                     |
| <i>Actual July 2019 - August 2021</i>       |                                   |                                       |                     |
| Non-COVID                                   | \$10,408,792                      | \$5,865,112                           | \$16,273,904        |
| COVID Response                              | 9,878,546                         | 5,958,963                             | 15,837,510          |
| Subtotal, Actual Expenditures               | \$20,287,338                      | \$11,824,075                          | \$32,111,413        |
| <i>Projected September 2021 - June 2024</i> |                                   |                                       |                     |
| Non-COVID                                   | \$26,272,237                      | \$2,926,248                           | \$29,198,485        |
| COVID Response                              | 20,000,000                        | 4,329,115                             | 24,329,115          |
| Subtotal, Projected Expenditures            | \$46,272,237                      | \$7,255,363                           | \$53,527,600        |
| <b>Total</b>                                | <b>\$66,559,575</b>               | <b>\$19,079,438</b>                   | <b>\$85,639,013</b> |

Source: DPH

<sup>a</sup> Laguna Honda Hospital actual expenditures are through September 2021.

According to DPH, General Hospital costs are 25% - 30% General Fund sourced and 30% - 35% of Laguna Honda costs are General Fund sourced, depending on the patients served. A portion of the uncompensated costs were also used as part of our claim for CARES Act Provider Relief Funds.

**Staffing Costs**

The estimated agreement cost per FTE from July 2019 to August 2021 is \$278,957, which is 14 percent more than the Department's salary and fringe benefit cost for a registered nurse in FY 2021-22 of \$244,485. However, as shown in Exhibit 1 above, the FTEs funded by the agreement with Cross Country include staff, such as patient care assistants, who have lower salary and fringe benefit costs than a registered nurse so that actual agreement costs per FTE are higher than the estimated 14 percent.

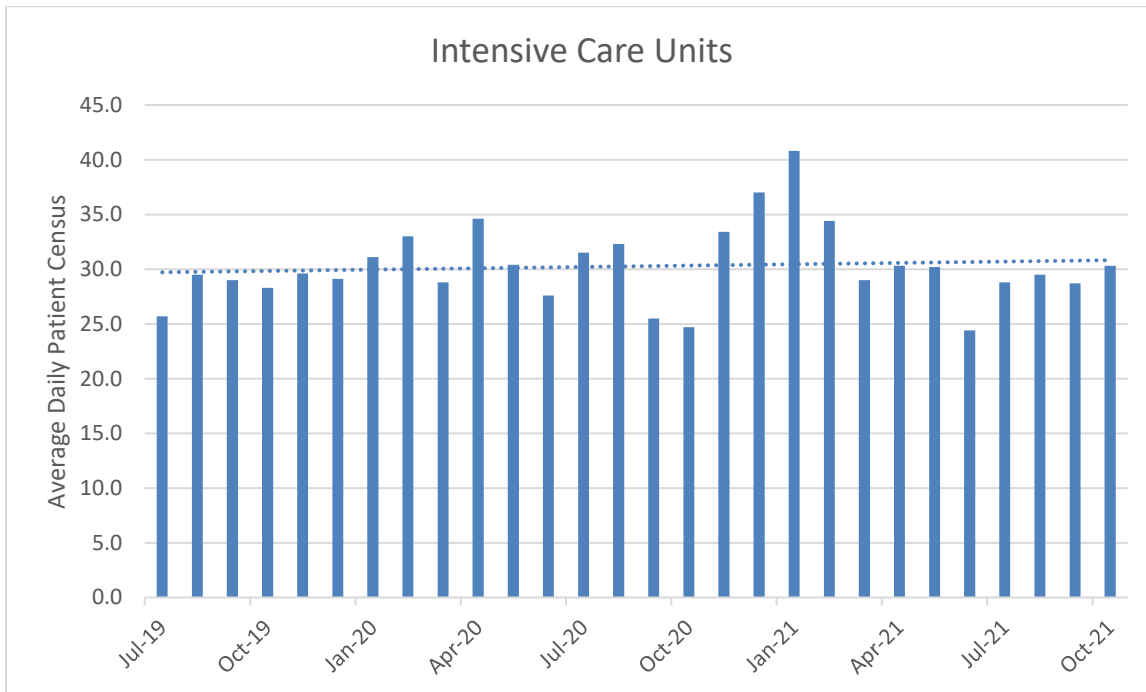
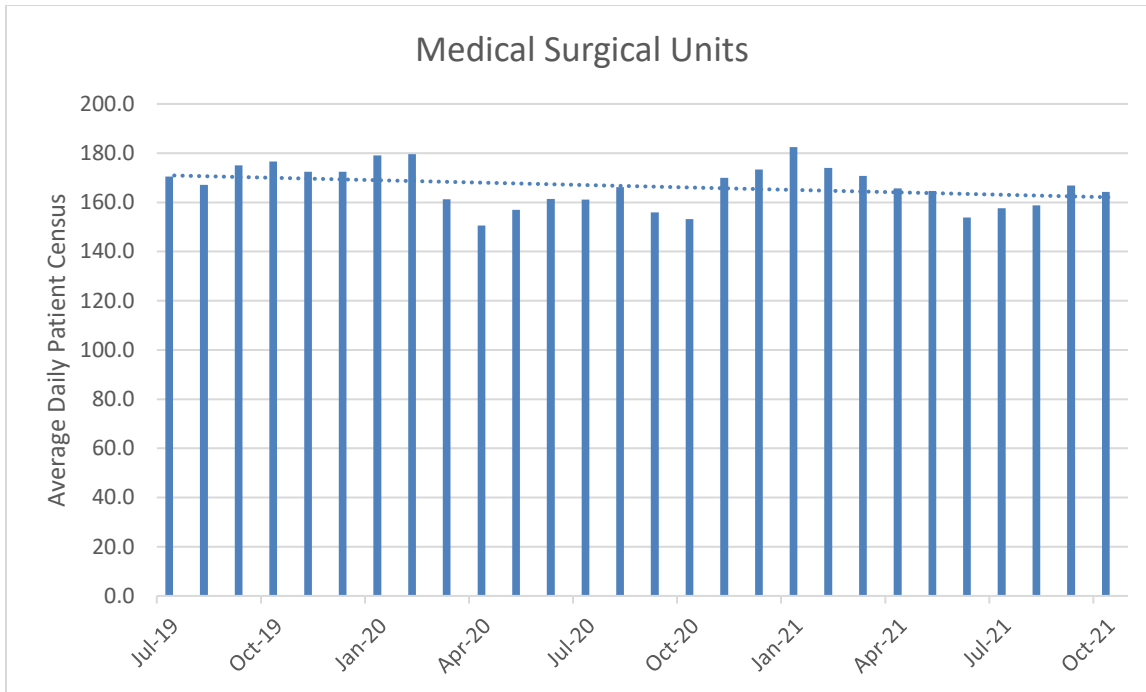
**POLICY CONSIDERATION**

As noted above, the proposed resolution expands an existing DPH contract for temporary nursing staff from by \$59,711,013, from \$25,928,000 to \$85,639,013, and extends the agreement term by two years to June 30, 2024 to manage staffing shortages at Laguna Honda and General Hospital related to the COVID pandemic. Due to the size of the contract and the uncertain future need for temporary staff, we recommend that the Board of Supervisors amend the proposed resolution to: (1) request the Director of Health submit to the Budget and Legislative Analyst for review of the proposed FY 2022-23 – FY 2023-24 annual appropriation ordinance a report that details Cross Country staff at San Francisco General Hospital and Laguna Honda Hospital in FY 2021-22 by classification, hours, and total expenditures by classification; and (2) request the Budget and Legislative Analyst to evaluate details of Cross County staffing and expenditures and make budget recommendations, as appropriate.

**RECOMMENDATION**

Approve the proposed resolution.

**Attachment: General Hospital Average Daily Patient Census**



|   |   |
|---|---|
| <p><b>Item 6</b><br/><b>Files 21-0830</b></p>   | <p><b>Department:</b><br/>Department of Public Health</p> |
| <p><b>EXECUTIVE SUMMARY</b></p>   |   |
| <p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution approves Amendment No. 3 to the agreement between the Department of Public Health (DPH) and Cross Country Staffing for as-needed registry staff at San Francisco General Hospital and Laguna Honda Hospital. The proposed Amendment No. 3 increases the total agreement amount by \$59,711,013, from \$25,928,000 to \$85,639,013, and extends the agreement term by two years to June 30, 2024.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• This report is based on a revised resolution to be submitted by DPH to the December 1, 2021 Budget and Finance Committee meeting.</li> <li>• According to DPH, although the current agreement does not expire until June 2022, the Department is requesting an increase in the agreement amount and extension of the agreement because the Department has already incurred agreement expenditures that exceed the agreement amount and projects ongoing expenditures for registry staffing due to vacancies, leaves of absence due to the COVID-19 pandemic, and additional staffing requirements due to the COVID-19 pandemic.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• According to DPH staff, the Department’s actual agreement expenditures are \$32.1 million, or approximately \$6.2 million more than the current agreement not-to-exceed amount of \$25.9 million. DPH projects total agreement expenditures through June 2024 of \$85.6 million.</li> <li>• Approximately 70% of costs are covered by non-General Fund sources.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>• Due to the size of the contract and the uncertain future need for temporary staff, we recommend that the Board of Supervisors amend the proposed resolution to request DPH report to our office regarding actual contract spending, as detailed below.</li> </ul> <p style="text-align: center;"><b>Recommendations</b></p> <ul style="list-style-type: none"> <li>• Amend the proposed resolution to: (1) request the Director of Health submit to the Budget and Legislative Analyst for review of the proposed FY 2022-23 – FY 2023-24 annual appropriation ordinance a report that details Cross Country staff at San Francisco General Hospital and Laguna Honda Hospital in FY 2021-22 by classification, hours, and total expenditures by classification; and (2) request the Budget and Legislative Analyst to evaluate details of Cross County staffing and expenditures and make budget recommendations, as appropriate.</li> <li>• Approve the resolution, as amended.</li> </ul> |   |

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract by a department, board, or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

The Department of Public Health (DPH) entered into an agreement with Cross Country Staffing, Inc. in July 2019 following a competitive solicitation for as-need registry staff to augment staff at San Francisco General Hospital and Laguna Honda Hospital to meet mandated staffing levels.<sup>1</sup> The original agreement was in an amount not-to-exceed \$9,840,000 for one year through June 2020, with four one-year options to extend the agreement through June 2024. The Department amended the agreement in June 2020, extending the term by six months to December 2020 with no change in the not-to-exceed amount.

In December 2020, the Board of Supervisors approved the second amendment to the agreement, extending the term by one and one-half years to June 2022, and increasing the agreement amount by \$16,088,000 to not-to-exceed \$25,928,000.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution approves Amendment No. 3 to the agreement between DPH and Cross Country Staffing for as-needed registry staff at San Francisco General Hospital and Laguna Honda Hospital. The proposed Amendment No. 3 increases the total agreement amount by \$59,711,013, from \$25,928,000 to \$85,639,013, and extends the agreement term by two years to June 30, 2024. The proposed resolution authorizes DPH to enter into amendments or modifications to the agreement prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to implement the agreement.

This report is based on a revised resolution to be submitted by DPH to the December 1, 2021 Budget and Finance Committee meeting.

According to Michelle Ruggels, DPH Business Office Director, although the current agreement does not expire until June 2022, the Department is requesting an increase in the agreement amount and extension of the agreement by two years through June 2024 because the Department has already incurred agreement expenditures that exceed the agreement amount

---

<sup>1</sup> According to the Budget and Legislative Analyst’s report to the December 16, 2020 Budget and Finance Committee (File 20-0933), a panel consisting of representatives from San Francisco General Hospital reviewed proposals from respondents and awarding scores out of 100 points based on their qualifications statement, recent relevant experience, agency and professional background, and budget. Cross Country Staffing was selected as the Primary Contractor with 94.75 points and Aya Healthcare and TaleMed were selected as the two back-up contractors receiving 90.00 and 87.50 points, respectively. These back-up contracts can be potentially used when Cross Country does not have capacity.

(see Fiscal Impact Section below) and projects ongoing expenditures for registry staffing due to vacancies, leaves of absence due to the COVID-19 pandemic, and additional staffing requirements due to the COVID-19 pandemic.

Cross Country staffing provides temporary staff to DPH to backfill for absences or meet increased patient census at San Francisco General Hospital and Laguna Honda Hospital. Cross Country staff include registered nurses, licensed vocational nurses, patient care assistants, certified nursing assistants, and other technical and licensed staff. Amendment No. 3 differs from the original agreement and prior amendments by providing for out-of-state health care staff to practice in California to respond to the COVID-19 pandemic without obtaining California licenses in accordance with the Governor's June 2021 proclamation.<sup>2</sup>

### **Registry Staffing**

According to the December 15, 2020 memorandum from the DPH Chief Operating Officer to the Budget and Finance Committee Chair, the agreement between DPH and Cross County is important because "access to temporary nursing...is crucial to COVID-19 response, in deep demand, and highly competitive." Further, according to the memorandum, because of the agreement with Cross County, DPH "has been able to meet unanticipated staffing gaps due to employee absences, while also staffing COVID-19 response both internally, and at off-site locations, such as Shelter-In-Place and Quarantine hotels. Temporary staffing needs have increased significantly, with the current hospitalization surge greater today than in May."

According to a November 3, 2021 email from the San Francisco General Hospital Director of Nursing, the COVID-19 pandemic required DPH to add nursing positions at San Francisco General Hospital to provide new (and unbudgeted) services, including COVID testing, vaccinations, and monoclonal antibody administration. The Director of Nursing also noted that the Hospital had three census surges due to COVID-19 in March 2020, December 2020, and September 2021.

Cross Country staffing hours in FY 2020-21 at San Francisco General Hospital and Laguna Honda Hospital are shown in Exhibit 1 below.

---

<sup>2</sup> The Governor's proclamation remains in effect during the declared state of emergency in California, which currently extends through March 2022.

**Exhibit 1. Cross County Staff Hours**

| <b>Staffing Category</b>         |      | <b>SFGH</b>         | <b>LHH <sup>a</sup></b> | <b>Total</b>   | <b>Est. FTEs<sup>3</sup></b> |
|----------------------------------|------|---------------------|-------------------------|----------------|------------------------------|
|                                  |      | 7/1/20 -<br>8/25/21 | 7/1/20 -<br>9/30/21     |                |                              |
| Registered Nurses                | 2320 | 42,377              | 66,471                  | 108,848        | 54.68                        |
| Licensed Vocational Nurses       | 2312 | 117                 | 5,670                   | 5,787          | 2.82                         |
| Patient Care Assistants          | 2302 | 22,709              | 36,961                  | 59,670         | 29.95                        |
| Medical Evaluations Assistants   | 2430 | 4,657               | 7,291                   | 11,948         | 6.00                         |
| Licensed Psychiatric Technicians | 2305 | 5,296               | 0                       | 5,296          | 2.80                         |
| <b>Total</b>                     |      | <b>75,155</b>       | <b>116,392</b>          | <b>191,547</b> | <b>96.25</b>                 |

Source: Department of Public Health

<sup>a</sup> Laguna Honda Hospital staff hours include 2.0 FTE registered nurse positions for contact investigation and tracing, 1.5 FTE registered nurse positions for EPIC electronic health records, and 8.0 FTE registered nurse positions for COVID response.

The staffing provided by Cross Country staffing is equivalent to approximately 96 FTEs, of which nearly 55 FTEs are registered nurses and 30 FTEs are patient care assistants.

**Staffing Plan**

According to DPH staff, Laguna Honda Hospital monitors minimum staffing requirements for each shift to ensure sufficient staff are scheduled and conducts quality assurance assessments to ensure staffing requirements are sufficiently monitored. Responsibility for hiring staff was transferred from the City's Department of Human Resources to Laguna Honda Hospital in July 2021 and Laguna Honda Hospital is now actively recruiting staff.

At General Hospital, DPH uses registry staff to backfill vacancies to maintain state-mandated staffing ratios. Staffing needs are evaluated on a weekly basis.

*Vacancies at San Francisco General Hospital and Laguna Honda Hospital*

According to San Francisco General Hospital Human Resources, the vacancy rate for registered nurse positions at San Francisco General Hospital in FY 2021-22 from July 2021 through October 2021 was 5.25 percent, which was higher than the FY 2020-21 vacancy rate of 4 percent. According to Laguna Honda Hospital Human Resources, the vacancy rate for registered nurse positions at Laguna Honda Hospital in FY 2021-22 from July 2021 through October 2021 was 7.84 percent which was higher than the FY 2020-21 vacancy rate of 7.05 percent.

*Patient Census*

Average daily patient census at San Francisco General Hospital from July 2019 through October 2021 in the medical surgical units varied from 150 to 182 and in the intensive care units varied from 24 to 40. With the exception of the winter surge in Nov 2020 to Feb 2021, census in FY 20-21 appears to have been below average. According to DPH staff, staffing ratios decreased from 2:1 to 1:1 to account for COVID safety protocols, which required more staffing than usual even

<sup>3</sup> Full time equivalent (FTE) estimates are based on approximately 80 percent time (1,624 hours out of 2,080 annual hours)



when census counts decreased. The monthly change in average daily patient census is shown in the Attachment.

According to information provided by DPH from the EPIC electronic health system, the average daily patient census for Laguna Hospital in FY 2020-21 was 708.84, which is approximately 4.9 percent lower than in FY 2019-20. The average daily patient census at Laguna Honda Hospital in FY 2021-22 from July 2021 through October 2021 was 706.29.

According to DPH staff, Laguna Honda Hospital did not admit new patients between March 2020 to June 2020 due to the Public Health Order, and restarted admissions primarily from San Francisco General Hospital in July 2020.

### **Performance Monitoring**

Cross Country services are monitored through annual reporting of performance measures as outlined in Appendix A of the original agreement, which requires Cross Country to provide qualified staff. Cross Country is monitored to ensure that all services are provided safely and effectively for patient care and support services by reviewing annually the percentage of contract staff who:

- Completed hospital unit orientations
- Met requirements for completing medication pass / narcotic audits
- Have a completed a staff evaluation
- Met criteria as established in the verification requirements
- Performed checklist skills as established in the original agreement

According to Gillian Otway of DPH Nursing Administration, in FY 2020-21, Cross Country Staffing met the above listed performance metrics, and the Department continues to monitor these metrics to ensure the registry staff are qualified and competent to care for the Department's patients.

## **FISCAL IMPACT**

### **Amendment No. 3 Rates**

The original agreement listed hourly rates for registry staff, based on whether the staff person worked an 8- or 12-hour shift, or worked a night shift. The proposed 3<sup>rd</sup> amendment includes additional rates for COVID response, based on the type of service (medical/surgical unit, intensive or cardiac care, other), and whether the staff are traveling from out-of-state or local.<sup>4</sup>

---

<sup>4</sup> According to DPH, Cross Country Staffing sets rates based on guaranteed minimum assignments of 48 hours (four 12-hour shifts) and 36 hours (three 12-hour shifts) for nurses traveling from out of state. Minimum guaranteed assignments for nurses in surge/emergency situations are used primarily as a recruitment and retention tool to better compete in the marketplace for scarce registry/traveler resources in an emergency. Where possible, local resources are preferred however, given the high demand across all healthcare facilities out of state travelers are used. In such cases, housing is covered.

*Staffing Requirements at San Francisco General Hospital and Laguna Honda Hospital*

According to DPH staff, the Department mostly pays the COVID response rates listed in the proposed 3<sup>rd</sup> amendment; because the Department needed to compete for registry staff with other hospitals, the Department agreed to pay COVID rates to have sufficient staff to care for patients. Initially, the Department limited routine hospital visits such as non-urgent clinic appointments, and all elective surgery and procedures to redeploy nurses to COVID testing and vaccination, Shelter-in-Place hotels, and contact tracing. When clinic appointments and elective surgery and procedures resumed, the Department reassigned staff to their original assignments, requiring hiring of registry staff for COVID-related services.

According to DPH staff, at any given time approximately 125 registered nurses are on leave, such as Family Medical Leave Act (FMLA), COVID-related leave, or other leave, requiring backfilling of shifts with temporary/registry staff. The Department has also hired temporary/registry nurses to cover open shifts that are affected when quarantine measures are enacted for symptomatic COVID-19 or other staff.

**Agreement Expenditures**

According to the DPH Business Office Director, the Department’s actual agreement expenditures are \$32.1 million, or approximately \$6.2 million more than the agreement not-to-exceed amount of \$25.9 million. According to the DPH Business Office Director, expenses incurred above the agreement not-to-exceed amount have not been paid, pending approval of the proposed third amendment. DPH projects total agreement expenditures through June 2024 of \$85.6 million, as shown in Exhibit 2 below.

**Exhibit 2: Actual and Projected Agreement Expenditures July 2019 – June 2024**

|   | San Francisco<br>General Hospital | Laguna Honda<br>Hospital <sup>a</sup> | Total               |
|---|-----------------------------------|---------------------------------------|---------------------|
| <b>Expenditures</b>                         |                                   |                                       |                     |
| <i>Actual July 2019 - August 2021</i>       |                                   |                                       |                     |
| Non-COVID                                   | \$10,408,792                      | \$5,865,112                           | \$16,273,904        |
| COVID Response                              | 9,878,546                         | 5,958,963                             | 15,837,510          |
| Subtotal, Actual Expenditures               | \$20,287,338                      | \$11,824,075                          | \$32,111,413        |
| <i>Projected September 2021 - June 2024</i> |                                   |                                       |                     |
| Non-COVID                                   | \$26,272,237                      | \$2,926,248                           | \$29,198,485        |
| COVID Response                              | 20,000,000                        | 4,329,115                             | 24,329,115          |
| Subtotal, Projected Expenditures            | \$46,272,237                      | \$7,255,363                           | \$53,527,600        |
| <b>Total</b>                                | <b>\$66,559,575</b>               | <b>\$19,079,438</b>                   | <b>\$85,639,013</b> |

Source: DPH

<sup>a</sup> Laguna Honda Hospital actual expenditures are through September 2021.

According to DPH, General Hospital costs are 25% - 30% General Fund sourced and 30% - 35% of Laguna Honda costs are General Fund sourced, depending on the patients served. A portion of the uncompensated costs were also used as part of our claim for CARES Act Provider Relief Funds.

**Staffing Costs**

The estimated agreement cost per FTE from July 2019 to August 2021 is \$278,957, which is 14 percent more than the Department's salary and fringe benefit cost for a registered nurse in FY 2021-22 of \$244,485. However, as shown in Exhibit 1 above, the FTEs funded by the agreement with Cross Country include staff, such as patient care assistants, who have lower salary and fringe benefit costs than a registered nurse so that actual agreement costs per FTE are higher than the estimated 14 percent.

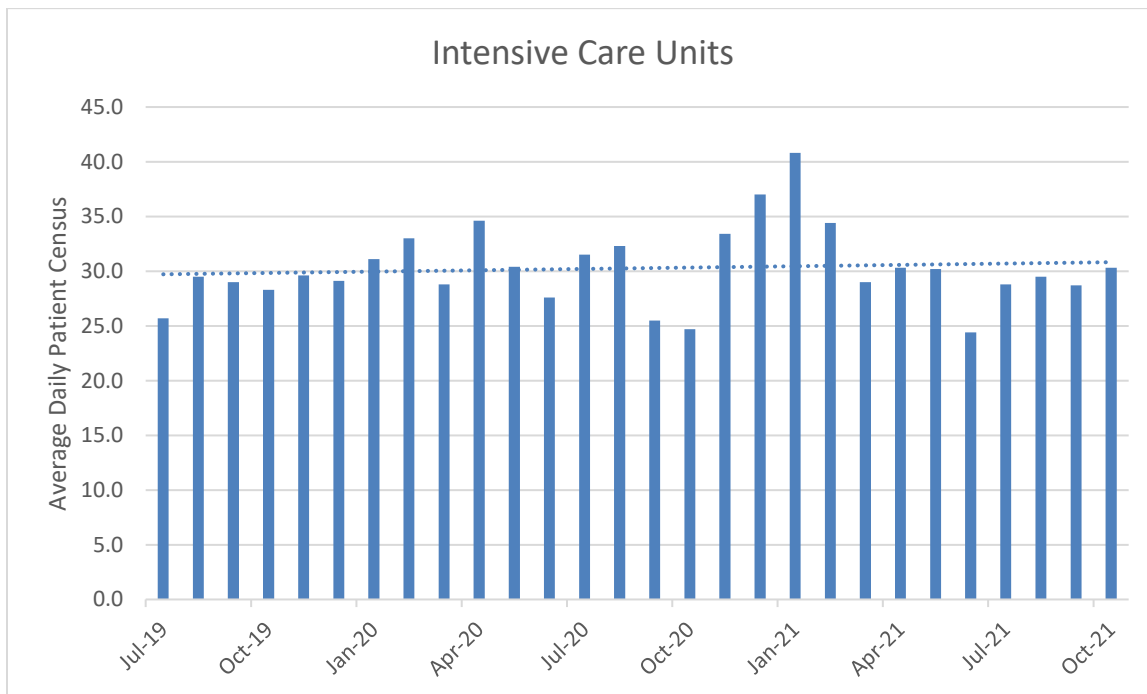
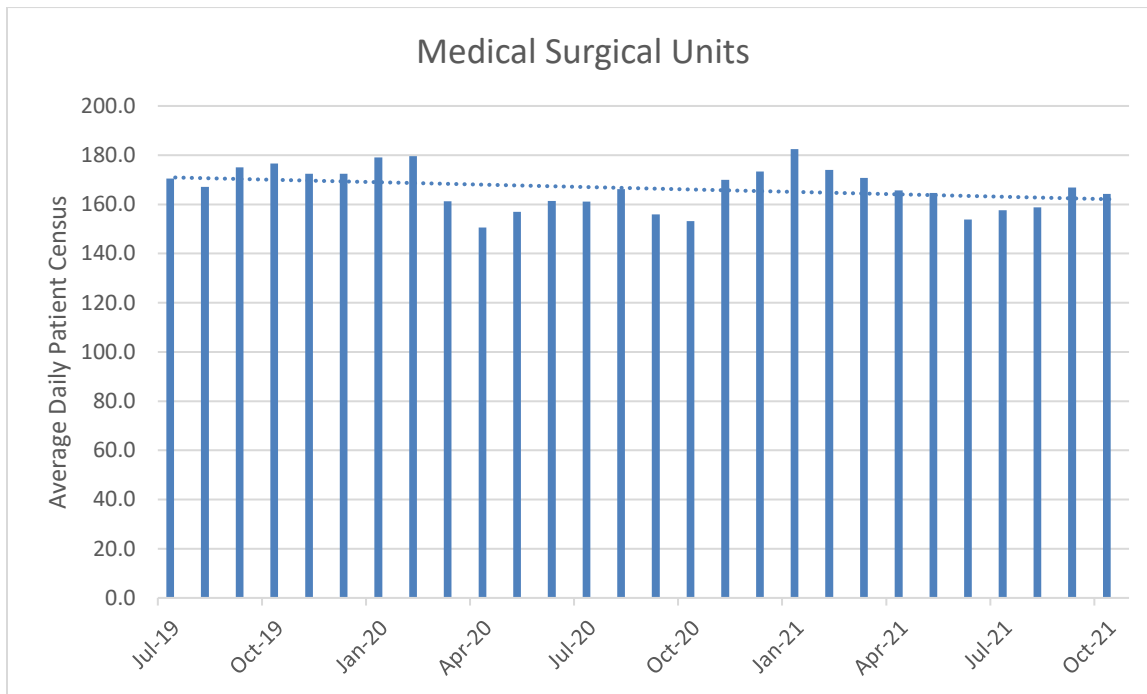
**POLICY CONSIDERATION**

As noted above, the proposed resolution expands an existing DPH contract for temporary nursing staff from by \$59,711,013, from \$25,928,000 to \$85,639,013, and extends the agreement term by two years to June 30, 2024 to manage staffing shortages at Laguna Honda and General Hospital related to the COVID pandemic. Due to the size of the contract and the uncertain future need for temporary staff, we recommend that the Board of Supervisors amend the proposed resolution to: (1) request the Director of Health submit to the Budget and Legislative Analyst for review of the proposed FY 2022-23 – FY 2023-24 annual appropriation ordinance a report that details Cross Country staff at San Francisco General Hospital and Laguna Honda Hospital in FY 2021-22 by classification, hours, and total expenditures by classification; and (2) request the Budget and Legislative Analyst to evaluate details of Cross County staffing and expenditures and make budget recommendations, as appropriate.

**RECOMMENDATIONS**

1. Amend the proposed resolution to: (1) request the Director of Health submit to the Budget and Legislative Analyst for review of the proposed FY 2022-23 – FY 2023-24 annual appropriation ordinance a report that details Cross Country staff at San Francisco General Hospital and Laguna Honda Hospital in FY 2021-22 by classification, hours, and total expenditures by classification; and (2) request the Budget and Legislative Analyst to evaluate details of Cross County staffing and expenditures and make budget recommendations, as appropriate.
2. Approve the resolution, as amended.

**Attachment: General Hospital Average Daily Patient Census**



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

**Third Amendment**

THIS AMENDMENT (this “Amendment”) is made as of June 2, 2021 in San Francisco, California, by and between Cross County Staffing, Inc. 5201 Congress Avenue, Suite 100B, Boca Raton, FL 33487 (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, approval of this Amendment was obtained when the Board of Supervisors approved the following Resolution No. \_\_\_\_\_, File No. \_\_\_\_\_; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“RFP”) issued on April 2019 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 49137-14/15 on 8/03/2020;

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2019 (Contract ID# 1000014620), between Contractor and City, as amended by the:

First Amendment, dated June 24, 2020

Second Amendment, dated July 15, 2020

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

2.1 **Article 2.** Term of the Agreement of the Original Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has four options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

- Option 1: 07/01/2020-06/30/2021 Exercised remaining option for the last 6 months through 6/30/2021
- Option 2: 07/01/2021-06/30/2022 Exercised
- Option 3: 07/01/2022-06/30/2023
- Option 4: 07/01/2023-06/30/2024

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

2.1 The term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.

2.2 The City has four options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

- Option 1: 07/01/2020-06/30/2021 Exercised option for 6 months through 12/31/2020
- Option 2: 07/01/2021-06/30/2022 Exercised
- Option 3: 07/01/2022-06/30/2023 Exercised
- Option 4: 07/01/2023-06/30/2024 Exercised

2.2 **Section 3.3.1.** Section 3.3.1 “Payment” of the Agreement currently reads as follows:

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty-Five Million Nine Hundred Twenty-Eight Thousand Dollars (\$25,928,000)**. The breakdown of charges associated with this Agreement

appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Forty-One Million Two Hundred Thousand Dollars (\$41,200,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Official Actions Relating to the Emergency; FEMA Assistance.** The following is hereby added to Article 15 of the Agreement:

**Article 15 Official Actions Relating to the Emergency; FEMA Assistance.**

15.1 **Orders of Local, State or Federal Officials.** City and Contractor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. City and Contractor mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order ("Official Actions"), as they may be revised and updated. If the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern. Contractor shall stay updated on the status of the City Health Officer orders by checking the Department of Public Health website (sfdph.org) regularly.

15.2 **FEMA Assistance.** This is an acknowledgement that FEMA financial assistance will be requested by City and if provided will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the FEMA Contract Requirements attached hereto as Appendix D and incorporated herein by reference.

2.4 Add Attachment 1, dated June 2, 2021 to Appendix A-1 of the Original Agreement.

2.5 Add Attachment 2, dated June 2, 2021 to Appendix A-1 of the Original Agreement.

- 2.6 Add Attachment 3, dated June 2, 2021 to Appendix A-1 of the Original Agreement.
- 2.7 Delete Appendix B of the original agreement and replace it with the attached Appendix B, dated June 2, 2021.
- 2.8 Add Attachment 1 dated June 2, 2021 to Appendix B-1 of the Original Agreement.
- 2.9 Add the attached Appendix D, dated June 2, 2021 to the Original Agreement.

### **Article 3 Effective Date**

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

### **Article 4 Legal Effect**

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



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

CITY

Recommended by:

\_\_\_\_\_  
Grant Colfax, MD  
Director of Health  
Department of Public Health

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Sailaja Kurella  
Acting Director of the Office of Contract  
Administration and Purchaser

CONTRACTOR

Cross Country Staffing, Inc.

DocuSigned by:  
*Bessie Petroutsas*  
9601675C87EB4E0  
\_\_\_\_\_  
Bessie Petroutsas  
Corporate Counsel  
5201 Congress Avenue, Suite 100B  
Boca Raton, FL 33487

Supplier ID number: 0000022073

**Attachment 1 to Appendix A-1**  
**Additional SOW terms**

The following terms are added to Appendix A-1 to address Emergency Response placements.

**14) PLACEMENT OF OUT-OF-STATE-PERSONNEL (EMERGENCY RESPONSE ONLY)**

Placement of out-of-state-personnel shall follow all rules and procedures as set forth in the March 4, 2020 *State of California emergency declaration and the March 17 Policy to Implement the Emergency Proclamation of the Governor on the Authorization of Out of State Medical Personnel*, included in Attachment 3 of Appendix A-1. No out of state personal shall be placed without the preapproval of the City.

**15) SERVICES ARE AS-NEEDED / INCIDENT LOGS NEEDED**

Services are as-needed / if-needed and shall be billed per individual at the listed rate. No expense is incurred by the City if no resource is provided or requested. As applicable, assigned Personnel shall complete a form 214 incident log (Attachment 1 to Appendix A-1) to document hours worked in support of the emergency project.

CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC HEALTH  
MODIFIED ACTIVITY LOG (ICS 214)

|  |   |   |  |
|--|---|---|--|
| <b>1. Incident Name:</b><br>COVID-19 ACTIVATION                | <b>2. Operational Period (Saturday to Friday)</b><br>Date From:                      Date To: |   |  |
| <b>3. Title of Organizational Unit or Resource designator:</b> | <b>4. Unit Leader name and ICS position:</b>  | <b>5. Home Agency (and Unit):</b>                           |  |
| <b>6. Activated Employees Information:</b>                     | <b>DSW#:</b>  |   |  |
| <b>Employee Name</b>   | <b>Employee ICS Position</b>  | <b>Incident Regular HRs (total of below)</b>                | <b>Incident Overtime HRs (total of below)</b>              |
|  |   |   |  |
|  |   |   |  |
| <b>7. Activity Log:</b>  |   |   |  |
| <b>Activities' Table:</b>                                      | <input type="checkbox"/> 0508 DPH DOC ACTIVATION  | <input type="checkbox"/> 0801 MEDICAL SURGE/FIELD HOSPITALS | <input type="checkbox"/> 0803 POINT OF DISTRIBN, PHARMACEU |
|  | <input type="checkbox"/> 0802 EMS TRANSPORT   | <input type="checkbox"/> 0805 BEHAVIORAL/MENTAL CARE/SRV    |  |
|  | <input type="checkbox"/> 0804 ENVIRON HEALTH ASSES/CONTROL                                    |   |  |
| <b>Date</b>  | <b>Military Time</b>  | <b>Incident Activity Description:</b>                       | <b>Incident HRs</b>  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
| <b>8. Prepared by: Name:</b>                                   |   | <b>Job Class/Title:</b>                                     |  |
| Signature:   |   | Date/Time:  |  |

**CITY AND COUNTY OF SAN FRANCISCO  
 DEPARTMENT OF PUBLIC HEALTH  
 MODIFIED ACTIVITY LOG (ICS 214)**

| <b>1. Incident Name:</b><br>COVID-19 ACTIVATION |               | <b>2. Operational Period: Date From:</b> | <b>Date To:</b> |
|---|---------------|--|-----------------|
| <b>7. Activity Log (continuation):</b>          |               |  |                 |
| Date  | Military Time | Activity Description:                    | Incident HRs    |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
|   |               |  |                 |
| <b>8. Prepared by: Name:</b>                    |               | <b>Job Class/Title:</b>                  |                 |
| <b>Date/Time:</b>                               |               | <b>Signature:</b>                        |                 |

## ICS 214 Activity Log

**Purpose.** The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation, and a reference for any afteraction report.

**Preparation.** An ICS 214 can be initiated and maintained by personnel in various ICS positions as it is needed or appropriate. Personnel should document how relevant incident activities are occurring and progressing, or any notable events or communications.

**Distribution.** Completed ICS 214s are submitted to supervisors, who forward them to the Documentation Unit. All completed original forms must be given to the Documentation Unit, which maintains a file of all ICS 214s. It is recommended that individuals retain a copy for their own records.

**Notes:**

- The ICS 214 can be printed as a two-sided form.
- Use additional copies as continuation sheets as needed, and indicate pagination as used.

| Block Number | Block Title  | Instructions   |
|--------------|--|--|
| 1            | <b>Incident Name</b>   | Enter the name assigned to the incident.   |
| 2            | <b>Operational Period</b> <ul style="list-style-type: none"> <li>• Date and Time From</li> <li>• Date and Time To</li> </ul>                     | Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.   |
| 3            | <b>Name</b>  | Enter the title of the organizational unit or resource designator (e.g., Facilities Unit, Safety Officer, Strike Team).  |
| 4            | <b>ICS Position</b>  | Enter the name and ICS position of the individual in charge of the Unit.   |
| 5            | <b>Home Agency (and Unit)</b>  | Enter the home agency of the individual completing the ICS 214. Enter a unit designator if utilized by the jurisdiction or discipline.   |
| 6            | <b>Resources Assigned</b> <ul style="list-style-type: none"> <li>• Name</li> <li>• ICS Position</li> <li>• Regular and Overtime Hours</li> </ul> | Enter the following information for resources assigned:<br><ul style="list-style-type: none"> <li>Use this section to enter the resource's name. For all individuals, use at least the first initial and last name. Cell phone number for the individual can be added as an option.</li> <li>Use this section to enter the resource's ICS position (e.g., Finance Section Chief).</li> <li>Enter the number of regular and overtime hours as if you go to work.</li> </ul>   |
| 7            | <b>Activity Log</b> <ul style="list-style-type: none"> <li>• Date/Time</li> <li>• Notable Activities</li> </ul>                                  | <ul style="list-style-type: none"> <li>• Enter the time (24-hour clock) and briefly describe individual notable activities. Note the date as well if the operational period covers more than one day.</li> <li>• Activities described may include notable occurrences or events such as task assignments, task completions, injuries, difficulties encountered, etc.</li> <li>• This block can also be used to track personal work habits by adding columns such as "Action Required," "Delegated To," "Status," etc.</li> </ul> |
| 8            | <b>Prepared by</b> <ul style="list-style-type: none"> <li>• Name</li> <li>• Job Class/Title</li> <li>• Signature</li> <li>• Date/Time</li> </ul> | Enter the name, job class/title, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).  |

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**PROCLAMATION OF A STATE OF EMERGENCY**

**WHEREAS** in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 75 countries, including the United States; and

**WHEREAS** the State of California has been working in close collaboration with the national Centers for Disease Control and Prevention (CDC), with the United States Health and Human Services Agency, and with local health departments since December 2019 to monitor and plan for the potential spread of COVID-19 to the United States; and

**WHEREAS** on January 23, 2020, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

**WHEREAS** on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

**WHEREAS** the California Department of Public Health has been in regular communication with hospitals, clinics and other health providers and has provided guidance to health facilities and providers regarding COVID-19; and

**WHEREAS** as of March 4, 2020, across the globe, there are more than 94,000 confirmed cases of COVID-19, tragically resulting in more than 3,000 deaths worldwide; and

**WHEREAS** as of March 4, 2020, there are 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties are in home monitoring based on possible travel-based exposure to the virus, and officials expect the number of cases in California, the United States, and worldwide to increase; and

**WHEREAS** for more than a decade California has had a robust pandemic influenza plan, supported local governments in the development of local plans, and required that state and local plans be regularly updated and exercised; and

**WHEREAS** California has a strong federal, state and local public health and health care delivery system that has effectively responded to prior events including the H1N1 influenza virus in 2009, and most recently Ebola; and

**WHEREAS** experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

**WHEREAS** it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases in California, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

**WHEREAS** if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities and within the healthcare delivery system; and

**WHEREAS** personal protective equipment (PPE) is not necessary for use by the general population but appropriate PPE is one of the most effective ways to preserve and protect California's healthcare workforce at this critical time and to prevent the spread of COVID-19 broadly; and

**WHEREAS** state and local health departments must use all available preventative measures to combat the spread of COVID-19, which will require access to services, personnel, equipment, facilities, and other resources, potentially including resources beyond those currently available, to prepare for and respond to any potential cases and the spread of the virus; and

**WHEREAS** I find that conditions of Government Code section 8558(b), relating to the declaration of a State of Emergency, have been met; and

**WHEREAS** I find that the conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

**WHEREAS** under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the threat posed by COVID-19; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in California.

**IT IS HEREBY ORDERED THAT:**

- 1 . In preparing for and responding to COVID-19, all agencies of the state government use and employ state personnel, equipment, and facilities or perform any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan, as well as the California Department of Public Health and the Emergency Medical Services Authority. Also, all residents are to heed the advice of emergency officials with regard to this emergency in order to protect their safety.
- 2 As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.
- 3 Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.
- 4 The time limitation set forth in Penal Code section 396, subdivision (b), prohibiting price gouging in time of emergency is hereby waived as it relates to emergency supplies and medical supplies. These price gouging protections shall be in effect through September 4, 2020.
- 5 Any state-owned properties that the Office of Emergency Services determines are suitable for use to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services for this purpose, notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.
- 6 Any fairgrounds that the Office of Emergency Services determines are suitable to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and can immediately use the fairgrounds without the fairground board of directors' approval, and



## Attachment 3 to Appendix A-1

notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.

7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates its respective local health emergency.
8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.
9. The Office of Emergency Services shall provide assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19, if appropriate and necessary, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
10. To ensure hospitals and other health facilities are able to adequately treat patients legally isolated as a result of COVID-19, the Director of the California Department of Public Health may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat legally isolated patients while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
11. To support consistent practices across California, state departments, in coordination with the Office of Emergency Services, shall provide updated and specific guidance relating to preventing and mitigating COVID-19 to schools, employers, employees, first responders and community care facilities by no later than March 10, 2020.
12. To promptly respond for the protection of public health, state entities are, notwithstanding any other state or local law, authorized to share relevant medical information, limited to the patient's underlying health conditions, age, current condition, date of exposure, and possible contact tracing, as necessary to address the effect of the COVID-19 outbreak with state, local, federal, and nongovernmental partners, with such information to be used for the limited purposes of monitoring, investigation and control, and treatment and coordination of care. The

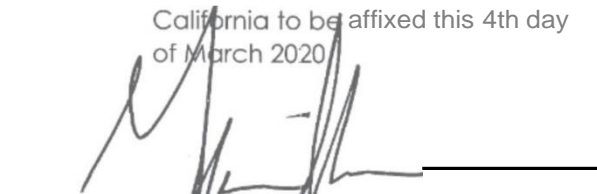
Attachment 3 to Appendix A-1

notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

- 13 Notwithstanding Health and Safety Code sections 1797.52 and 1797.218, during the course of this emergency, any EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority. In order to carry out this order, to the extent that the provisions of Health and Safety Code sections 1797.52 and 1797.218 may prohibit EMT-P licensees from transporting patients to facilities other than acute care hospitals, those statutes are hereby suspended until the termination of this State of Emergency.
- 14 The Department of Social Services may, to the extent the Department deems necessary to respond to the threat of COVID-19, waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations, interim licensing standards, or other written policies or procedures with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

**I FURTHER DIRECT** that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of March 2020.



\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State

**EMERGENCY MEDICAL SERVICES AUTHORITY**

10901 GOLD CENTER DR., SUITE 400  
RANCHO CORDOVA, CA 95670  
(916) 322-4336 FAX (916) 324-2875



**DATE:** March 17, 2020

**FROM:** Dave Duncan MD  
Director

**SUBJECT:** POLICY TO IMPLEMENT THE EMERGENCY PROCLAMATION OF THE GOVERNOR ON THE AUTHORIZATION OF OUT OF STATE MEDICAL PERSONNEL

**POLICY:**

Pursuant to the Emergency Proclamation of the 4<sup>th</sup> day of March 2020 by Governor Gavin Newsom, and Business and Professions Code Section 900, the following procedure shall be followed to implement subsection 3 of the Order concerning allowing the use of out-of-state medical personnel to respond to the COVID-19 outbreak.

*“3. Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.”*

The EMS Authority will only accept requests for out of state medical personnel approval from the medical facility or staffing agency that intends to utilize these resources. A medical facility that is unable to secure sufficient staffing from California certified and licensed healthcare professionals or a staffing agency seeking to provide services to such a medical facility may seek out-of-state healthcare professionals to fill the gap with approval from the EMS Authority. A medical facility or staffing agency that desires to utilize out-of-state healthcare professionals, in preparing for and responding to the COVID-19 State of Emergency, shall submit a written request to the EMS Authority and receive approval for such hires in advance.

**PROCEDURE:**

A medical facility or staffing agency which desires to utilize medical professionals with out-of-state certifications or licenses during the COVID-19 State of Emergency shall submit the following to the EMS Authority in advance:

- (A) A complete and signed Request for Temporary Recognition of Out-Of-State Medical Personnel During a State of Emergency form. This form shall include:

- a. Information on the facility/staffing agency, location and functions within the State of California.
  - b. Information on the out-of-state healthcare professional providing services at the facility, including name, healthcare license information and state where the license/certification is held.
  - c. Copies of the certification or license and photo identification issued by the state where the healthcare provider holds their certification or license.
- (B) Email the temporary recognition form and supporting documents to the EMS Authority at [COVID19@emsa.ca.gov](mailto:COVID19@emsa.ca.gov).
- (C) The California EMS Authority shall review and make a written determination within two (2) – four (4) business days after receipt of a complete request.
- (D) The duration of the approval shall continue until the termination of the State of Emergency or the end date on the temporary recognition form, whichever comes first.
- (E) The medical facility or staffing agency shall notify and receive approval from the EMS Authority of any changes to the list of healthcare providers being used, or discontinuation of this approval prior to the changes taking affect.
- (F) The medical facility will be responsible for monitoring the healthcare providers hired based on this approval and will notify the EMS Authority of any unusual occurrence within 24 hours of the event occurring.
- (G) If the form is submitted by a staffing agency, the staffing agency will, once it has placed an approved healthcare professional, notify the EMS Authority of the placement, the facility name and the expected duration of the placement.

# REQUEST FOR TEMPORARY RECOGNITION OF OUT-OF-STATE MEDICAL PERSONNEL DURING A STATE OF EMERGENCY

In response to the Governor's Emergency Declaration, subsection three (3), concerning the preparation and response to the COVID-19 outbreak; out-of-state medical personnel must obtain authorization from the Director of the EMS Authority before they may practice in California.

Authorization for temporary recognition is requested for the below medical personnel assigned to:

**FACILITY/STAFFING AGENCY** \_\_\_\_\_ in the **COUNTY(S)** of:

Beginning on: \_\_\_\_\_ and ending on \_\_\_\_\_.

|                                | Full Name | Healthcare Profession | Certification/<br>License #: | Issuing State | Issuing Agency |
|--------------------------------|-----------|-----------------------|------------------------------|---------------|----------------|
| 1.                             |           |                       |                              |               |                |
| 2.                             |           |                       |                              |               |                |
| 3.                             |           |                       |                              |               |                |
| 4.                             |           |                       |                              |               |                |
| 5.                             |           |                       |                              |               |                |
| 6.                             |           |                       |                              |               |                |
| 7.                             |           |                       |                              |               |                |
| 8.                             |           |                       |                              |               |                |
| Continue on page 2 if required |           |                       |                              |               |                |

**Additional Instructions:** A copy of the healthcare professionals' current license/certification and a photo identification must be submitted with this form.

**I attest that I have the authority to hire medical professionals for the facility named above:**

|                                       |                      |           |        |
|---------------------------------------|----------------------|-----------|--------|
|                                       |                      |           |        |
| Facility/Agency Representative -Print | Facility/Agency Name | Telephone | E-mail |
|                                       |                      |           |        |
| Facility/Agency Address               | City                 | ST        | Zip    |
|                                       |                      |           |        |
| Signature                             |                      |           | Date   |

### EMSA Use Only:

License(s) Confirmation Date: \_\_\_\_\_ Verifier's Signature: \_\_\_\_\_

List Approval Date: \_\_\_\_\_ Approver's Signature: \_\_\_\_\_

List Continued from first page:



|     | <b>Full Name</b> | <b>Healthcare Profession</b> | <b>Certification/<br/>License #:</b> | <b>Issuing State</b> | <b>Issuing Agency</b> |
|-----|------------------|------------------------------|--------------------------------------|----------------------|-----------------------|
| 9.  |                  |                              |                                      |                      |                       |
| 10. |                  |                              |                                      |                      |                       |
| 11. |                  |                              |                                      |                      |                       |
| 12. |                  |                              |                                      |                      |                       |
| 13. |                  |                              |                                      |                      |                       |
| 14. |                  |                              |                                      |                      |                       |
| 15. |                  |                              |                                      |                      |                       |
| 16. |                  |                              |                                      |                      |                       |
| 17. |                  |                              |                                      |                      |                       |
| 18. |                  |                              |                                      |                      |                       |
| 19. |                  |                              |                                      |                      |                       |
| 20. |                  |                              |                                      |                      |                       |
| 21. |                  |                              |                                      |                      |                       |
| 22. |                  |                              |                                      |                      |                       |
| 23. |                  |                              |                                      |                      |                       |
| 24. |                  |                              |                                      |                      |                       |
| 25. |                  |                              |                                      |                      |                       |
| 26. |                  |                              |                                      |                      |                       |
| 27. |                  |                              |                                      |                      |                       |
| 28. |                  |                              |                                      |                      |                       |
| 29. |                  |                              |                                      |                      |                       |
| 30. |                  |                              |                                      |                      |                       |
| 31. |                  |                              |                                      |                      |                       |
| 32. |                  |                              |                                      |                      |                       |
| 33. |                  |                              |                                      |                      |                       |
| 34. |                  |                              |                                      |                      |                       |
| 35. |                  |                              |                                      |                      |                       |
| 36. |                  |                              |                                      |                      |                       |
| 37. |                  |                              |                                      |                      |                       |
| 38. |                  |                              |                                      |                      |                       |
| 39. |                  |                              |                                      |                      |                       |
| 40. |                  |                              |                                      |                      |                       |

## Appendix B Calculation of Charges

### 1. Method of Payment

A. Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

### 2. Program Budgets and Final Invoice

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

Appendix B-1 As-needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health – Rate Schedule

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, \$0 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

| <b>Contract Term</b>        | <b>Estimated Amount</b> |
|-----------------------------|-------------------------|
| 7/1/2019 - 12/31/2020       | 13,340,000.00           |
| 1/1/2021 - 6/30/2021        | 4,588,000.00            |
| 7/1/2021 - 6/30/2022        | 8,000,000.00            |
| 7/1/2022 - 6/30/2023        | 8,000,000.00            |
| 7/1/2023 - 6/30/2024        | 7,272,000.00            |
| <b>Subtotal</b>             | <b>41,200,000.00</b>    |
| Contingency                 | -                       |
| <b>Not to Exceed Amount</b> | <b>41,200,000.00</b>    |

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

D. 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.

3. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.



## Attachment 1 to Appendix B-1

**Calculation of Charges**  
**COVID-19 Emergency As-needed, Temporary Traveling Nurse Registry**  
**Personnel and Allied Health Positions for the San Francisco Department of**  
**Public Health**

**RATES:** The below listed rate shall be implemented for the following disciplines on surge staffing/crisis related assignments as listed below.

| CRITICAL LEVEL   | SPECIALTIES INCLUDED  | TRAVEL HOURLY RATE (48 HR)** | TRAVEL HOURLY RATE (36 HR) | LOCAL HOURLY RATE |
|--|---|------------------------------|----------------------------|-------------------|
| COVID RESPONSE I   | Case Manager, Dialysis, Med/Surg, Non Specialty Clinic, Nursery, Oncology (non-certified), Peds, Psych, Sub-acute & Home Health | \$146.00                     | \$171.00                   | \$91.00           |
| COVID RESPONSE II  | MS/Tele, CCU, Endo, PACU/Recovery, Specialty Clinic, Oncology (certified), PCU, Stepdown, TELE                                  | \$159.00                     | \$184.00                   | \$109.00          |
| COVID RESPONSE III   | ER, ICU,OR RN, NICU, OR Tech, L&D, Interventional Radiology, EP Tech, CVICU, PICU, Burn Unit RN                                 | \$170.00                     | \$195.00                   | \$126.00          |
| COVID RESPONSE IV  | Cath Lab RN, Cath Lab Tech, CVOR, CVOR Tech   | \$181.00                     | \$205.00                   | \$142.00          |
| OTHER NON-NURSING  | LPN/LVN   | \$131.00                     | \$156.00                   | \$76.00           |
|  | CNA   |                              |                            | \$76.00           |
| Dosimetrist  |   | \$200.00                     |                            |                   |
| Physicist  |   | \$350.00                     |                            |                   |
| Locum Tenens Physicians and Advanced Practice Provider Terms and Rates available upon request. |   |                              |                            |                   |

## APPENDIX D FEMA CONTRACT REQUIREMENTS

- 1. Contract Requirements.** This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.
- 2. Remedies for Breach.** In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract 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.
- 3. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.
- 4. Termination for Cause.** 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 contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.
- 5. Work Hours and Safety Standards.** If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**6. Rights to Inventions.** If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

**7. Clean Air Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**8. Federal Water Pollution Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. Debarment and Suspension.** If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of

any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. Procurement of Recovered Materials**

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**11. Time and Material Contracts.** To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

**12. MBE/WBE Outreach.** Contractor must, at a minimum, take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used as Subcontractors on this Project:

A. Place qualified small and minority businesses and women’s business enterprises on Contractor’s solicitation list for this Project;

B. Assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources for this Project;

C. Divide the subcontracts, when feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**13. Access to Records.** The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**14. Department of Homeland Security Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**15. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**16. No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**17. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** (*applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.216*)

A. Contractor is prohibited from obligating funds from this Agreement to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. See Public Law 115-232, section 889 for additional information.

**19. Domestic Preferences for Procurements** *(applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.322)*

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Agreement, use a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**20. Byrd Anti-Lobbying Certification.**

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who



fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Cross Country Staffing, Inc.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Bessie Petroutsas*  
9601675C87EB4E0  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**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, Inc.**

This Agreement is made this first day of July, 2019, in the City and County of San Francisco, State of California, by and between Cross Country Staffing, Inc. 5201 Congress Avenue, Suite 100B, Boca Raton, FL 33487, a for-profit entity, ("Contractor") and City.

**Recitals**

WHEREAS, the Department of Public Health ("Department") wishes to secure as-needed, temporary traveling nurse registry personnel for the San Francisco Department of Public Health; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") issued on April 2019, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; 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, the City's Civil Service Commission approved Contract number 49137-14/15 on 6/19/2017;

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 which are specifically incorporated into this Agreement by reference as provided herein.

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

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 "Contractor" or "Consultant" means Cross Country Staffing, Inc. 5201 Congress Avenue, Suite 100B, Boca Raton, FL 33487.

1.6 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.7 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.8 "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" mean the City and Contractor either collectively or individually.

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 The term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2020, unless earlier terminated as otherwise provided herein.

2.2 The City has four options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 07/01/2020-06/30/2021  
Option 2: 07/01/2021-06/30/2022  
Option 3: 07/01/2022-06/30/2023  
Option 4: 07/01/2023-06/30/2024

### Article 3 Financial Matters

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

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

3.2 **Guaranteed Maximum Costs.** The 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 the 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."

#### 3.3 Compensation.

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Eight Hundred Forty Thousand Dollars (\$9,840,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to

the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due 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 furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

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

**3.3.6 Getting paid by the City for goods and/or services.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, 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](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

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.

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 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.

3.4.3 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 Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

#### **Article 4 Services and Resources**

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. 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 adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.**

4.3.1 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.

4.3.2 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 Article 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 or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. 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, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, 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, or any agent or employee 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 save 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. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**4.6 Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this 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) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) 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; and

(c) 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.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 for each claim and \$4,000,000 aggregate, with respect to negligent acts, errors or omissions in connection with the Services.

(e) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy 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.

**5.1.2** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

**5.1.3** Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies 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.

**5.1.4** All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

**5.1.6** 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.

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

5.1.8 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.9 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

5.2 **Indemnification.** 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 claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with 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 personally 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; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. 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, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

## **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**            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 the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

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

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the 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 the 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. The notice shall specify the date on which termination shall become effective.

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 effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

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

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

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

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

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. 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 material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

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

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically 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 the 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      | 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 or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 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. 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 the 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 by registered mail to the address set forth in 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           | 9.2        | Works for Hire                      |
| 3.4       | Audit and Inspection of Records                    | 11.6       | Dispute Resolution Procedure        |
| 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                   |
| 9.1       | Ownership of Results                               | Appendix E | Business Associate Agreement        |

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, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2            **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the 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 subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

## **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/](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 the 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 the 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 Administrative Code Chapter 12K, 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 the 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 Chapter 12K. Information about and the text of Chapter 12K 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 12K, irrespective of the listing of obligations in this Section.

## 10.5 Nondiscrimination Requirements

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of 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 Administrative Code Section 12B.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.** If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, 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 Chapter 12Q. 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 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 the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, 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 the 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 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 Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is

required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, 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. Chapter 12T 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 **Reserved. (Public Access to Nonprofit Records and Meetings.)**

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

10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the 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.

10.19 **Reserved. (Preservative Treated Wood Products)**

## **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 410  
San Francisco, California 94102

e-mail: [arlene.lee@sfdph.org](mailto:arlene.lee@sfdph.org)

And: Gillian Otway  
ZUCKERBERG SAN FRANCISCO  
GENERAL HOSPITAL & TRAUMA  
CENTER  
1001 PORTRERO AVENUE, ROOM 7G15  
SAN FRANCISCO, CA 94110 e-mail: gillian.otway@sfdph.org

To: CROSS COUNTRY STAFFING, INC.  
CONTRACTOR:  
5201 Congress Avenue, Suite 100B  
BOCA RATON, FL 33487 e-mail: cherbert@crosscountrystaffing.com

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

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 §6250 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 as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

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. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in

writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. 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 the 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 the City until a written claim therefor has been presented to and rejected by the 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 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 the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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 (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated May 10, 2019. The RFP and Contractor's proposal are incorporated by

reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

**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 all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it 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 the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the 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.

## **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 Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, 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. (Payment Card Industry (“PCI”) Requirements)**

**13.3 Business Associate Agreement.**

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”).

**The parties acknowledge that CONTRACTOR will:**

1.  Do **at least one** or more of the following:
  - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
  - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
  - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

**FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:**

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
  1. SFDPH Attestation 1 PRIVACY (06-07-2017)
  2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
2.  **NOT do any of the activities listed above in subsection 1;** Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

**13.4 Management of City Data and Confidential Information**

**13.4.1 Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

**13.4.2 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information 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 the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information 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, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.4.3 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, 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.

**13.5 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 §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 the 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.




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

**CITY**

**CONTRACTOR**

Recommended by:

**Cross Country Staffing, Inc.**


  
\_\_\_\_\_  
Grant Colfax, MD  
Director of Health  
Department of Public Health

 7/3/2019  
\_\_\_\_\_  
Lindsay Cohen  
Staff Attorney  
5201 Congress Avenue, Suite 100B  
Boca Raton, FL 33487

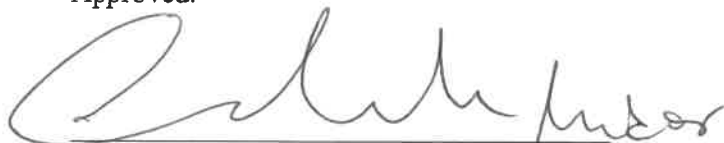
Supplier ID: 0000022073

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
Virginia Dario Elizondo  
Deputy City Attorney

Approved:

  
\_\_\_\_\_  
Alaric Degrafinried  
Director of the Office of Contract Administration, and  
Purchaser

**Appendices**

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: Reserved
- E: HIPAA Business Associate Agreement
- F: Invoice

Received By:  
AUG 5 '19 PM 4:59  
Purchasing Department

**Appendix A**  
**Scope of Services**

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Gillian Otway, Contract Administrator for the City, or his / her designee.

B. Reports:

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

For services solicited under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.

For contracts for the provision of services at San Francisco General or Laguna Honda Hospital and Rehabilitation Center, 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 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or the to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (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.

D. Possession of Licenses/Permits:

Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

E. Adequate Resources:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. 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) Reserved.

(8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste in designated disposal receptacles.

G. 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 staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

H. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

I. 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.

J. 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"

**2. Description of Services**

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Detailed description of services are listed below and are attached hereto

Appendix A-1 As-needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health – Scope of Work

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

**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.

| <b>Contract Name</b>                   | <b>Services Provided</b>        | <b>Measure Name</b>   | <b>Metric<br/>(What data is being collected? )</b>   |
|--|---------------------------------|---|--|
| <b>1. Cross Country Staffing, Inc.</b> | <b>RN, LVN, MEA, C.N.A, PCA</b> | <b>Completes Hospital Unit Orientations</b>                       | <b>NUM: # of contracted staff documented as meeting criteria<br/>DENOM: # of contracted staff used at ZSFG</b> |
| <b>2. Cross Country Staffing, Inc.</b> | <b>RN, LVN, MEA, C.N.A, PCA</b> | <b>Contract Staff Completed Medication Pass / Narcotic Audits</b> | <b>NUM: # of contracted staff meeting verification requirements<br/>DENOM: # of contracted staff</b>           |
| <b>3. Cross Country Staffing, Inc.</b> | <b>RN, LVN, MEA, C.N.A, PCA</b> | <b>Contract Staff Evaluation Completed</b>                        | <b>NUM: # of contracted staff with completed evaluation<br/>DENOM: # of contracted staff</b>                   |
| <b>4. Cross Country Staffing, Inc.</b> | <b>RN, LVN, MEA, C.N.A, PCA</b> | <b>Meets Verification Requirements</b>                            | <b>NUM: # of contracted staff documented as meeting criteria</b>   |

|  |                                 |                                 |  |
|--|---------------------------------|---------------------------------|--|
|  |                                 |                                 | <b>DENOM: # of contracted staff used at ZSFG</b>   |
| <b>5. Cross Country Staffing, Inc.</b> | <b>RN, LVN, MEA, C.N.A, PCA</b> | <b>Perform Checklist Skills</b> | <b>NUM: # of contracted staff able to perform check list skills<br/>DENOM: # of contracted staff</b> |

## Appendix A-1

### Cross Country Staffing, Inc.

#### As-needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health – Scope of Work

##### 1) SCOPE OF SERVICES TO BE PERFORMED

Contractor shall perform in a professional and diligent manner and shall provide temporary Traveling Nursing Personnel with expertise to the San Francisco Health Network, (Zuckerberg San Francisco General Hospital & Trauma Center (also referred to as Hospital or ZSFG), Laguna Honda Hospital (LHH) and other network facilities as needed. Each nurse who is referred to the Hospital shall be qualified for the position to which said nurse is referred and meet the qualifications specified below.

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 personnel performance will be resolved by the Director of Nursing Administration (Director) or his/her designee. The Director or his/her designee shall specify and supervise the kind, quality, and amount of the Contractor's services to be provided under this agreement.

##### 2) REQUIREMENTS AND QUALIFICATIONS FOR NURSING PERSONNEL

- a) The Contractor must be compliant with the Business Associates provisions of the Health Insurance Portability and Accountability Act (HIPAA).
- b) Each nurse shall be required to wear an appropriate nurse's uniform and a name badge at all times.
- c) No perfume or artificial nails will be permitted. Nails must be trim.
- d) All Registered Nurses must have a cell phone in order that ZSFG or the requesting unit can contact them during off-shift hours for issues that may come up such as medication administration. The cell phone number must be provided to ZSFG or the requesting unit upon assignment.
- e) All nurses must be oriented clinically and, to the hospitals' computer/electronic systems and policies/procedures at agency expense.

Each nurse who is referred to the Hospital shall be qualified for the position to which said nurse is referred and meet the following qualifications.

- A. Possess a current valid registered nurse, vocational nurse, nursing assistant, or operating room technician license issued by the State of California and current and valid CPR certificate issued by the American Heart Association. Each nurse shall carry the original of his or her license and CPR certificate and shall present them to Nursing Administration, upon request. License and CPR certificate must be current at all times. **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 BREACH OF CONTRACT.

B. The following positions must have a minimum of one (1) year's full time experience within the past two (2) years in an acute general care hospital and long term care/skilled nursing facility and in their applicable specialty care areas, and the experience must be documented, on file at the Contractor and available for review upon request:

- Registered Nurses, Licensed Vocational Nurses, and Certified Nursing Assistants;
- Registered Nurses referred for medical surgical, trauma critical care, Level 1 Trauma emergency room, operating room, high risk labor and delivery, pediatric, intensive care nursery, skilled nursing, rehabilitation, and other specialty assignments, including administrative supervision.

C. All Registered Nurses, Licensed Vocational Nurses, and Certified Nursing Assistants shall have in the Contractor's files documentation of a Competency Skills Inventory Checklist that includes:

- Safe "needle devices"
- Infection control
- Patient safety
  - o Positive patient identification
  - o Time Out
  - o Clinical alarms
  - o Falls prevention
  - o Use of restraints
- Blood transfusion
- Isolation
- Patient Rights
- Advance Directive
- Patient abuse
- Child abduction
- Pain assessment and reassessment
- Nutritional assessment
- Functional assessment
- Pressure ulcer
- Patient/Family education
- Effective communication & documentation
- Safe patient handoff
- Emergency response
- Safe equipment handling and use
- Universal Body Substance precautions
- HIPAA & Information systems security
- Under Patient safety: add medication administration

The Contractor shall schedule the nurse to participate in a patient care documentation training wherein the nurse must pass the required skills validation test prior to the start of the first scheduled shift.

The Contractor shall not refer or schedule any nurses beyond their documented clinical skills and experience. The Contractor shall send (fax or mail) a copy of an updated skills checklist prior to the start of the first scheduled shift.

- D. All Registered Nurses, Licensed Vocational Nurses, and Certified Nursing Assistants shall be screened by the Contractor for competency that meets the patient requirements of the clinical area in which they are to be assigned as per scope of California Title 22 Standards Sections 70213(c), 70214(a1, a2) and 70217(1,m).
- E. All Registered Nurses, Licensed Vocational Nurses and Certified Nursing Assistants shall be screened by the Contractor for judicial/criminal records.
- F. All personnel scheduled, shall have serologic evidence of immunity to Mumps, Measles, Rubella and Varicella, annual Tuberculosis screening, and Hepatitis B immunization/declination. They shall be free of any communicable diseases and must have a record of immunity in the Contractor's file.
- G. To comply with OSHA regulations on Occupational Exposure to Blood Borne Pathogens (29 CFR Part 1910-1030), all Nursing Registries are to have the following policies and procedures in effect:
  - i. Exposure Determination. Record of employees having or likely to have direct exposure to blood/other potentially infectious fluids
  - ii. Training and Education of Employees: Record of employees' 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. The training program shall contain the following elements:
    - (1) Explanation of epidemiology, clinical presentation, modes of transmission of bloodborne pathogens.
    - (2) Information on HBV vaccine; efficacy, safety, and benefits.
    - (3) Explanation of use and limitations of methods that may prevent or reduce exposure including:
      - (a) Universal Precautions
      - (b) Personal Protective Equipment
      - (c) Safe Needle Devices
      - (d) Work Practices
      - (e) Infectious waste handling and disposal
      - (f) Explanation of Biohazard/Biological hazard symbol and color-coded systems for identification of biological hazard.
      - (g) Explanation of procedure to follow if an exposure incident occurs and available medical follow-up
      - (h) Mandatory safety and infection control education
  - iii. Hepatitis B Vaccine: Record of employee vaccination or declination of HBV vaccine.
  - iv. Exposure 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.
- H. Registered Nurses must have successfully passed the Contractor's appropriate drug calculation and "medication pass" procedure.

- I. Nurse Practitioners and Certified Registered Nurse Anesthetists must go through a separate credentialing process through the University of California, San Francisco Dean's Office prior to assignment.

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 contract vendor 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 personnel performance will be resolved by the Director of Nursing Operations (DIRECTOR) or his/her designee at Hospital. The DIRECTOR or his/her designee shall specify and supervise the kind, quality, and amount of the Contractor's services to be provided under contract.

- I. Orders for services will be communicated to Contractor by the DIRECTOR or his/her designee via e-mail, telephone and/or fax.
- II. Once having received the request for services, the Contractor must acknowledge the request for services, either positively or negatively, within five (5) working days from receipt of the request when the request is placed one month prior to the required commencement date of those services. The first vendor to respond positively with available staff will be awarded the order.
- III. All responses must be by e-mail to the person requesting the service.
- IV. Each traveling nurse assignment is for thirteen weeks (3 months) with the option to extend by mutual agreement for an additional thirteen weeks, or a reduced time assignment. Thirty-six (36) hours per week are guaranteed shifts for nurses.
- V. If a shift is changed from night to day, the nurse will be paid at day shift rates.
- VI. Prior to the confirmation of a traveling nurse assignment, Contractor will send (fax or e-mail) copy of 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 person's clinical specialty and competency.
- VII. Contractor is responsible for traveling nurse's housing, parking, transportation to ZSFG and thirty-two (32) hours of hospital orientation.
- VIII. The traveling nurse's seventy-two (72) hours per two (2) weeks schedule is based on a specific unit/area's staffing needs. Schedules are published every 28 days.
- IX. A traveling nurse unable to fulfill a shift due to illness may call in sick (no later than two hours before the start of the shift assigned), but shall provide a medical certificate upon return to work. Failure to provide a medical certificate will lead to a billable twelve (12) hour shift at the prevailing rate against the agency unless the Agency was able to provide another nurse to fill in the shift for the Traveler who called in sick or is was absent from work. No incidents of absence from work, other than illness or extreme family emergency verifiable in writing, are acceptable. The Traveling Nurse shall not request vacation or time off while under contract.
- X. Any scheduled shifts unfulfilled will extend the assignment by the equivalent number of shifts.

XI. If a nurse refuses an assignment in a clinical area in which he/she was contracted for, the Contractor will find a replacement and ZSFG will not release the nurse until the replacement becomes available. The nurse will be put on a "do not send" status and will not be acceptable to ZSFG for future assignment and employment.

J. Operating Room Technician must possess a current valid license issued by the State of California and current and valid CPR certificate issued by the American Heart Association. Each personnel shall carry the original of his or her license and CPR certificate at all times and shall present them to ZSFG Nursing Administration, upon request.

### **3) CANCELLATION OF SERVICE REQUEST**

If the Contractor cancels less than two (2) hours prior to reporting time or the nurse 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 (2) hours of the shift, the Hospital will pay for actual hours worked. Excessive cancellation by the Agency and excessive cancellation by a specific nurse may lead to termination of the contract for the Contractor and a "do not send" status for the nurse. Excessive cancellation is defined as two (2) times or more in a month.

### **4) RIGHT TO DISMISS**

If, in the sole discretion of the DIRECTOR or designee, a nurse referred by the Contractor is deemed incompetent, negligent, or has engaged in misconduct, the Hospital will require the nurse to leave the Hospitals' premises and the Hospitals will inform the Agency of its decision/action immediately. The Hospitals may furnish written justification for dismissal at least ten (10) working days after the incident

If during the term of the contract, contract service is determined to be unacceptable for the Hospital, and such is documented by the Hospital, 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 Department.

- The Contractor will provide a replacement for the dismissed personnel, if the person has more than 33% of his/her assignment remaining.

The Hospital's obligation to compensate the Contractor for such nurse's services shall be limited to the hours actually worked by such nurse and the Hospital shall have no further obligation with respect to such nurse's assignment or reassignment to the hospital. Contractor agrees that the Hospitals shall not be liable for any damage or cause of action arising out of the dismissal of Contractor personnel and hereby agrees to indemnify, defend and hold harmless the Hospital for any causes of action or damage brought by Contractor personnel against the Hospital, which arise out of such dismissal.

Nurses 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.

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 nurse's performance to be unsatisfactory.

## **5) ORIENTATION**

While providing patient care services at the Hospital, nurses shall 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. To ensure that nurses understand the Hospital policies, the hospital will provide thirty-two (32) hours of orientation to acquaint them with the clinical systems and with the Hospital's policies and documentation that are necessary to the performance of their temporary duties. The orientation is paid for 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 personnel. The Contractor shall ensure that all registry personnel 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.

## **6) MAINTENANCE OF RECORDS, LICENSES AND PERMITS**

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.

The CITY may periodically inspect Contractor personnel 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:

- a. Evidence of current California License/certification.
- b. Reference checks on file.
- c. Current Skills Inventory Checklist, which includes "safe needle devices".
- d. 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.
- e. Evidence of appropriate education and experience requirements.
- f. Current and past performance evaluations.
- g. Serologic evidence of immunity to Mumps, Measles, Rubella and Varicella, annual Tuberculosis screening, and Hepatitis B immunization/declination on all nurses.
- h. Evidence of current CPR certification from the American Heart Association (other provider not acceptable).
- i. Documentation of satisfactory completion of drug calculation test, "medication pass" procedure and skill competency testing.
- j. For specialty care personnel, 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.
- k. 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.

- I. California State Board's current list of nurses on probation or suspension must be kept on file by the Agency, and the Agency must check their nursing personnel against the current list to ensure nursing personnel referred to the Hospitals have current licenses. Personnel 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. Evidence of current license or certificate (CNA) by "primary source verification" method obtained PRIOR to expiration date.
- m. Evidence of confirmation of no judicial/criminal record (DOJ and FBI).

If the City's inspection of Contractor personnel 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.

## **7) CHANGES**

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

## **8) PRICE**

Bid prices are to include all costs chargeable to the City. The Contractor will assume all costs including personnel 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 Appendix B-1, Rate Schedule. No overtime will be paid unless same has been approved in advance by the using. Department and the Nursing Supervisor signs the sign-in sheet.

## **9) PAYMENT / INVOICE**

- A. 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 Hospital's Nursing Department. 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.
- B. In accordance with the prices quoted in the successful proposals and subject to any applicable discount provision contained in said proposals, the City agrees to pay for all services at said prices. Payment shall be made by the City to Contractor in arrears for services- actually performed throughout the term of the contract.
- C. Invoices: The City makes a good faith effort to pay all bills within thirty (30) days of receipt of order. However, incorrect prices, or mix-mailed invoices often result in delayed payments.

**10) RATE SHIFTS**

Eight (8) and twelve (12) hour shifts will be paid at the same twelve (12) hour rate. **San Francisco Network Medical Center:**

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

**11) OVERTIME**

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 for 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.

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.

**12) 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.

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labor Day        |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |

Such holiday charges may only be billed at 1-1/2 times the regular billing rate for such hours.

**13) INFECTION CONTROL POLICIES**

Contractor must agree to fully comply with the Community Health Network and/or San Francisco Health Network Infection Control standards as outlined in the ZSFG Infection Control Manual and Community Health Network policies and any future amendments thereto. <http://in-sfghweb01/SFGHInfectionControl>

**Appendix B  
Calculation of Charges**

**1. Method of Payment**

A. Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

**2. Program Budgets and Final Invoice**

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

Appendix B-1 As-needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health – Rate Schedule

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$1,054,285** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

|                    | <b>Term</b> | <b>Funding Source</b>            | <b>Amount</b>      |
|--------------------|-------------|----------------------------------|--------------------|
| Original Agreement | Year One    | Laguna Honda Hospital            | \$3,000,000        |
|                    | Year One    | Zuckerberg San Francisco General | \$5,785,715        |
|                    |             | Contingency                      | \$1,054,285        |
|                    |             | (This equals the total NTE)Total | <b>\$9,840,000</b> |



C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

D. 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.

3. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**Appendix B-1**

**Cross Country Staffing, Inc.**

**As-Needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health - Rate Schedule**

|  | 12 Hour Shift<br>Base Rate<br>(per Hour) | Night Shift<br>Base Rate<br>(per Hour) | 8 Hour<br>Base Rate<br>(per Hour) | Overtime<br>Rate<br>(per Hour) |
|--|--|--|-----------------------------------|--------------------------------|
| Registered Nurse: Specialty 2<br>(Operating Room, Labor & Delivery, Cath Lab)  | \$ 97.50                                 | \$ 100.50                              | \$ 100.50                         | \$ 131.63                      |
| Registered Nurse: Specialty 1<br>(Critical Care, Emergency Department, NICU, PeriOp, Acute HD, Radiology,<br>Peds, Tele) | \$ 96.15                                 | \$ 99.15                               | \$ 93.15                          | \$ 129.80                      |
| Registered Nurse: Non Specialty  | \$ 93.00                                 | \$ 96.00                               | \$ 90.00                          | \$ 125.55                      |
| Licensed Vocational Nurse  | \$ 43.47                                 | \$ 46.47                               | \$ 41.47                          | \$ 58.68                       |
| Certified Operating Technician   | \$ 55.00                                 | \$ 58.00                               | \$ 55.00                          | \$ 74.25                       |
| Certified Nursing Assistant (a.k.a. Patient Care Assistant)  | \$ 27.55                                 | \$ 28.55                               | \$ 26.55                          | \$ 37.20                       |
| Social Worker  | \$ 58.71                                 | \$ 58.71                               | \$ 58.71                          | \$ 79.26                       |
| Sterile Processing Technician  | \$ 49.44                                 | \$ 49.44                               | \$ 49.44                          | \$ 66.74                       |
| Medical Exam Assistant   | \$ 31.83                                 | \$ 34.83                               | \$ 30.83                          | \$ 42.97                       |
| Registered Dietician   | \$ 56.50                                 | \$ 56.50                               | \$ 56.50                          | \$ 76.28                       |
| Coordinator  |  |  |                                   |                                |
| Screening Recruiter  |  |  |                                   |                                |
| Program Manager  |  |  |                                   |                                |
| OTHER: Telemetry Technician  | \$ 39.00                                 | \$ 39.00                               | \$ 39.00                          | \$ 52.65                       |
| OTHER: _____   |  |  |                                   |                                |
| OTHER: _____   |  |  |                                   |                                |

**Appendix C  
Reserved**

**Appendix D  
Reserved**

## APPENDIX E



### San Francisco Department of Public Health Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

#### RECITALS

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.
- E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

#### 1. Definitions.

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

## APPENDIX E



### San Francisco Department of Public Health

#### Business Associate Agreement

**c. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

**d. Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

**e. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**f. Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**g. Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

**h. Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

**i. Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**j. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

**k. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

**l. Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.



San Francisco Department of Public Health  
Business Associate Agreement

**m. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

**n. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**o. Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. Obligations of Business Associate.

**a. Attestations.** Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**b. User Training.** The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].



San Francisco Department of Public Health  
Business Associate Agreement

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

**g. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.



## APPENDIX E



### San Francisco Department of Public Health Business Associate Agreement

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

**i. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

**j. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**k. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**l. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or



San Francisco Department of Public Health  
Business Associate Agreement

request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

**m. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**n. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

**o. Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

### 3. Termination.

**a. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

## APPENDIX E



### San Francisco Department of Public Health Business Associate Agreement

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

**d. Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

**e. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### 4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

**5. Reimbursement for Fines or Penalties.**

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs  
San Francisco Department of Public Health  
101 Grove Street, Room 330, San Francisco, CA 94102  
Email: [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org)  
Hotline (Toll-Free): 1-855-729-6040

|                  |  |                           |  |
|------------------|--|---------------------------|--|
| Contractor Name: |  | Contractor City Vendor ID |  |
|------------------|--|---------------------------|--|

**PRIVACY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

**I. All Contractors.**

| <b>DOES YOUR ORGANIZATION...</b> |   |               |         |        |  | Yes | No* |
|----------------------------------|---|---------------|---------|--------|--|-----|-----|
| A                                | Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?  |               |         |        |  |     |     |
| B                                | Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?   |               |         |        |  |     |     |
|                                  | If yes:   | Name & Title: | Phone # | Email: |  |     |     |
| C                                | Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]   |               |         |        |  |     |     |
| D                                | Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]                        |               |         |        |  |     |     |
| E                                | Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?   |               |         |        |  |     |     |
| F                                | Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFDPH Information Security staff?</b> |               |         |        |  |     |     |

**II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.**

| <b>If Applicable: DOES YOUR ORGANIZATION...</b> |   |  |  |  |  | Yes | No* |
|---|---|--|--|--|--|-----|-----|
| G   | Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?         |  |  |  |  |     |     |
| H   | Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.) |  |  |  |  |     |     |
| I   | Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?  |  |  |  |  |     |     |
| J   | Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?   |  |  |  |  |     |     |
| K   | When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained <b>PRIOR</b> to releasing a patient's/client's health information?  |  |  |  |  |     |     |

**III. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

|  |               |  |           |  |      |
|--|---------------|--|-----------|--|------|
| ATTESTED by Privacy Officer or designated person | Name: (print) |  | Signature |  | Date |
|--|---------------|--|-----------|--|------|

**IV. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

|                               |              |  |           |  |      |
|-------------------------------|--------------|--|-----------|--|------|
| EXCEPTION(S) APPROVED by OCPA | Name (print) |  | Signature |  | Date |
|-------------------------------|--------------|--|-----------|--|------|

|                  |  |                           |  |
|------------------|--|---------------------------|--|
| Contractor Name: |  | Contractor City Vendor ID |  |
|------------------|--|---------------------------|--|

**DATA SECURITY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

**I. All Contractors.**

| <b>DOES YOUR ORGANIZATION...</b> |  | <b>Yes</b> | <b>No*</b> |
|----------------------------------|--|------------|------------|
| <b>A</b>                         | Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]   |            |            |
| <b>B</b>                         | Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?   |            |            |
|                                  | Date of last Data Security Risk Assessment/Audit:  |            |            |
|                                  | Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:   |            |            |
| <b>C</b>                         | Have a formal Data Security Awareness Program?   |            |            |
| <b>D</b>                         | Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?            |            |            |
| <b>E</b>                         | Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?  |            |            |
|                                  | If yes: Name & Title: _____ Phone #: _____ Email: _____  |            |            |
| <b>F</b>                         | Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH data security training materials are available for use; contact OCPA at 1-855-729-6040.] |            |            |
| <b>G</b>                         | Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]             |            |            |
| <b>H</b>                         | Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?  |            |            |
| <b>I</b>                         | Have (or will have if/when applicable) a diagram of how SFPDH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?   |            |            |

**II. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

|  |               |           |      |
|--|---------------|-----------|------|
| ATTESTED by Data Security Officer or designated person | Name: (print) | Signature | Date |
|--|---------------|-----------|------|

**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

|                               |              |           |      |
|-------------------------------|--------------|-----------|------|
| EXCEPTION(S) APPROVED by OCPA | Name (print) | Signature | Date |
|-------------------------------|--------------|-----------|------|

**Appendix F**

Invoices shall be in a form acceptable to the Contract Administrator and shall contain all required information as requested by the City.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 9/30/2019 1/16/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**


| <b>PRODUCER</b> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | <b>CONTACT NAME:</b><br><b>PHONE:</b><br><b>(A/C No. Ext):</b> <b>FAX (A/C No.):</b><br><b>E-MAIL:</b><br><b>ADDRESS:</b>   |                               |        |  |       |                                |  |   |       |   |       |  |       |   |
|---|---|-------------------------------|--------|--|-------|--------------------------------|--|---|-------|---|-------|--|-------|---|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td><b>INSURER B:</b> SELF INSURED</td> <td></td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td><b>INSURER D:</b> The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td><b>INSURER E:</b> The Medical Protective Company</td> <td>11843</td> </tr> <tr> <td><b>INSURER F:</b> National Fire and Marine Insurance Co</td> <td>20079</td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Evanston Insurance Company | 35378 | <b>INSURER B:</b> SELF INSURED |  | <b>INSURER C:</b> Travelers Property Casualty Co of America | 25674 | <b>INSURER D:</b> The Travelers Indemnity Company | 25658 | <b>INSURER E:</b> The Medical Protective Company | 11843 | <b>INSURER F:</b> National Fire and Marine Insurance Co |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |  |       |                                |  |   |       |   |       |  |       |   |
| <b>INSURER A:</b> Evanston Insurance Company  | 35378   |                               |        |  |       |                                |  |   |       |   |       |  |       |   |
| <b>INSURER B:</b> SELF INSURED  |   |                               |        |  |       |                                |  |   |       |   |       |  |       |   |
| <b>INSURER C:</b> Travelers Property Casualty Co of America   | 25674   |                               |        |  |       |                                |  |   |       |   |       |  |       |   |
| <b>INSURER D:</b> The Travelers Indemnity Company   | 25658   |                               |        |  |       |                                |  |   |       |   |       |  |       |   |
| <b>INSURER E:</b> The Medical Protective Company  | 11843   |                               |        |  |       |                                |  |   |       |   |       |  |       |   |
| <b>INSURER F:</b> National Fire and Marine Insurance Co   | 20079   |                               |        |  |       |                                |  |   |       |   |       |  |       |   |
| <b>INSURED</b> 1385357 CROSS COUNTRY STAFFING, INC.<br>5201 CONGRESS AVENUE, SUITE 100B<br>BOCA RATON FL 33487    |   |                               |        |  |       |                                |  |   |       |   |       |  |       |   |

**COVERAGES** CROCO01 **CERTIFICATE NUMBER:** 13742535 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY)                                  | POLICY EXP (MM/DD/YYYY) | LIMITS                 |  |
|----------|--|--------------------|---------------|--|-------------------------|------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> RETRO DATE 8/26/01<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                  | N             | UM800979   | 10/1/2018               | 10/1/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included<br>MED EXP (Any one person) \$ Included<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  | Y                  | N             | SELF INSURED   | 10/1/2018               | 10/1/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX  |
| A        | <b>UMBRELLA LIAB</b><br><input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  | N                  | N             | UM800979   | 10/1/2018               | 10/1/2019              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$ XXXXXXXX  |
| C<br>D   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N           | N/A           | TC2J-UB131J6129-18 (AOS)<br>TRJUB-131J6130-18 (AZ,MA,WI) | 9/30/2018<br>9/30/2018  | 9/30/2019<br>9/30/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| E        | <b>MEDICAL PROFESSIONAL LIABILITY</b>  | N                  | N             | G00517   | 10/1/2018               | 10/1/2019              | \$1,000,000 OCC/ \$3,000,000 AGG   |
| F        | <b>EXCESS PL</b>   |                    |               | SA001000   | 10/1/2018               | 10/1/2019              | \$1,000,000 OCC/ \$1,000,000 AGG   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS AND EMPLOYEES SHALL BE NAMED ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY AND AUTO LIABILITY POLICIES ON A PRIMARY AND NONCONTRIBUTORY BASIS. WAIVER OF SUBROGATION IS GRANTED ON THE WC POLICY IF REQUIRED BY CONTRACT.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>13742535<br>CITY AND COUNTY OF SAN FRANCISCO<br>OFFICE OF CONTRACT ADMIN<br>1 DR CARLTON B GOODLETT PLACE<br>CITY HALL, ROOM 430<br>SAN FRANCISCO CA 94102 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|





# CERTIFICATE OF LIABILITY INSURANCE

9/30/2019

DATE (MM/DD/YYYY)

7/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext): <span style="float: right;"><b>FAX</b></span><br>(A/C, No):<br><b>E-MAIL</b><br><b>ADDRESS:</b>  |  |                               |        |   |       |             |  |             |  |             |  |             |  |             |
|---|--|--|-------------------------------|--------|---|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Indian Harbor Insurance Company | 36940 | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |  |                               |        |   |       |             |  |             |  |             |  |             |  |             |
| INSURER A : Indian Harbor Insurance Company   | 36940  |  |                               |        |   |       |             |  |             |  |             |  |             |  |             |
| INSURER B :   |  |  |                               |        |   |       |             |  |             |  |             |  |             |  |             |
| INSURER C :   |  |  |                               |        |   |       |             |  |             |  |             |  |             |  |             |
| INSURER D :   |  |  |                               |        |   |       |             |  |             |  |             |  |             |  |             |
| INSURER E :   |  |  |                               |        |   |       |             |  |             |  |             |  |             |  |             |
| INSURER F :   |  |  |                               |        |   |       |             |  |             |  |             |  |             |  |             |
| <b>INSURED</b><br>1382913 CROSS COUNTRY STAFFING, INC.<br>5201 CONGRESS AVENUE, SUITE 100B<br>BOCA RATON FL 33487 |  |  |                               |        |   |       |             |  |             |  |             |  |             |  |             |

**COVERAGES** CROCO01      **CERTIFICATE NUMBER:** 16176235      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL/SUBR INSD WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|----------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                         |                    | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXXX<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY |                    | NOT APPLICABLE |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |                    | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N                | NOT APPLICABLE |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX  |
| A        | <b>PRIVACY &amp; CYBER LIABILITY</b>   | N    N             | MTP903113903   | 9/30/2018               | 9/30/2019               | \$5,000,000 PER CLAIM<br>\$5,000,000 AGGREGATE   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional Insured status when required by written contract.

**CERTIFICATE HOLDER**

**16176235**  
 City and County of San Francisco  
 Office of Contract Administration  
 Attn: Purchasing Department  
 City Hall, Room 430  
 1 Dr. Carlton B  
 Goodlett Place CA 94102-4685

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Amello*

© 1988-2015 ACORD CORPORATION. All rights reserved.



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ENDORSEMENT #30: ADDITIONAL INSURED ENDORSEMENT REQUIRED BY CONTRACT – UNDERLYING GENERAL LIABILITY AND AUTO LIABILITY

This endorsement modifies insurance provided under the following:

HEALTH CARE UMBRELLA LIABILITY POLICY – EXCESS OF UNDERLYING LIMITS

1. Section **WHO IS AN INSURED B** is amended by the addition of the following:

Any person or organization designated by endorsement as an Additional insured.

2. "Additional insured" means, whenever used in this endorsement, the following:

AS RESPECTS THE UNDERLYING GENERAL LIABILITY AND AUTO LIABILITY

Any organization who you are required by valid written contract to provide indemnification or insurance as afforded by this policy to such person or organization during the policy period and executed prior to the Occurrence of the "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury" and "Professional Services Injury."

3. Coverage provided to any "Additional insured" as defined herein shall apply solely to an Occurrence or offense involving the products, goods, operations, premises or operation of an "auto" covered by this Coverage Part.
4. No coverage shall be afforded to any "Additional Insured" for "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury" and "Professional Services Injury" to any "Employee" or to any obligation of any "Additional Insured" to indemnify another because of "Damages" arising out of such injury.
5. Where no coverage under this policy applies to you, no coverage or defense shall be afforded to the "Additional Insured."
6. This insurance shall be primary and non-contributory for acts of the Named Insured over any other insurance afforded to the "Additional Insured."

All other terms and conditions remain unchanged.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00)-01**

POLICY NUMBER: (TC2JUB-131J612-9-18)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

DATE OF ISSUE: 09-27-18

ST ASSIGN:

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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of June 24, 2020 in San Francisco, California, by and between Cross County Staffing, Inc. 5201 Congress Avenue, Suite 100B, Boca Raton, FL 33487 (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“RFP”) issued on April 2019 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 49137-14/15 on 8/03/2020;

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

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1            **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2019 (F\$P Contract ID# 1000014620), between Contractor and City.

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

2.1 Article 2 Term of the Agreement of the Original Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2020, unless earlier terminated as otherwise provided herein.

2.2 The City has four options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

- Option 1: 07/01/2020-06/30/2021
- Option 2: 07/01/2021-06/30/2022
- Option 3: 07/01/2022-06/30/2023
- Option 4: 07/01/2023-06/30/2024

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

2.1 The term of this Agreement shall commence on July 1, 2019 and expire on December 31, 2020, unless earlier terminated as otherwise provided herein.

2.2 The City has four options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

- Option 1: 07/01/2020-06/30/2021      Exercised option for 6 months through 12/31/2020
- Option 2: 07/01/2021-06/30/2022
- Option 3: 07/01/2022-06/30/2023
- Option 4: 07/01/2023-06/30/2024

**Article 3 Effective Date**

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

**Article 4 Legal Effect**

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

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

CITY

Recommended by:

DocuSigned by:  
*Greg Wagner*  
28527524752949F...

Grant Colfax, MD  
Director of Health  
Department of Public Health

CONTRACTOR

Cross Country Staffing, Inc.

DocuSigned by:  
*Bessie Petroutsas*  
715783E1BE23483...

Bessie Petroutsas  
Corporate Counsel  
5201 Congress Avenue, Suite 100B  
Boca Raton, FL 33487

Supplier ID number: 0000022073

Approved as to Form:

Dennis J. Herrera  
City Attorney

DocuSigned by:  
*Louise Simpson*  
BD54168A4C3B452...

By: \_\_\_\_\_  
Deputy City Attorney

Approved:

DocuSigned by:  
*Linda Repola*  
42E99F6456504C9...

Alaric Degrafinried  
City Purchaser and Director of the Office of  
Contract Administration

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

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of July 15, 2020 in San Francisco, California, by and between Cross County Staffing, Inc. 5201 Congress Avenue, Suite 100B, Boca Raton, FL 33487 (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, approval of this Amendment was obtained when the Board of Supervisors approved the following Resolution No.1-21, File No.200933; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“RFP”) issued on April 2019 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 49137-14/15 on 8/03/2020;

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

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1            **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2019 (Contract ID# 1000014620), between Contractor and City, as amended by the:

First Amendment, dated June 24, 2020

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

2.1 **Section 2.1.** Section 2.1 Term of the Agreement of the Original Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2019 and expire on December 31, 2020, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

2.2 **Section 2.2.** Section 2.2 The City has four options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

- Option 1: 07/01/2020-06/30/2021 Exercised option for 6 months through 12/31/2020
- Option 2: 07/01/2021-06/30/2022
- Option 3: 07/01/2022-06/30/2023
- Option 4: 07/01/2023-06/30/2024

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

**Section 2.2.** Section 2.2 The City has four options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

- Option 1: 07/01/2020-06/30/2021 Exercised remaining option for the last 6 months through 6/30/2021
- Option 2: 07/01/2021-06/30/2022 Exercised
- Option 3: 07/01/2022-06/30/2023
- Option 4: 07/01/2023-06/30/2024



2.3                    **Section 3.3.1.** Section 3.3.1 “Payment” of the Agreement currently reads as follows:

3.1.1                    **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Eight Hundred Forty Thousand Dollars (\$9,840,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.1.1                    **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Five Million Nine Hundred Twenty Eight Thousand Dollars (\$25,928,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.4                    Delete Appendix B of the original agreement and replace it with the attached Appendix B, dated July 1, 2020.

**Article 3            Effective Date**

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

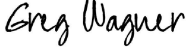
**Article 4            Legal Effect**

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

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


CITY

Recommended by:

DocuSigned by:  
  
28527524752949F...  
Grant Colfax, MD  
Director of Health  
Department of Public Health

CONTRACTOR

Cross Country Staffing, Inc.

DocuSigned by:  
  
9601675C87EB4E0...  
Bessie Petroutsas  
Corporate Counsel  
5201 Congress Avenue, Suite 100B  
Boca Raton, FL 33487

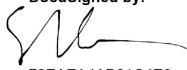
Supplier ID number: 0000022073

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
BB54168A4C3B452...  
Deputy City Attorney

Approved:

DocuSigned by:  
  
78EAE44AB01C4E0...  
Sailaja Kurella  
Acting Director of the Office of Contract  
Administration and Purchaser

## Appendix B Calculation of Charges

### 1. Method of Payment

A. Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

### 2. Program Budgets and Final Invoice

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

Appendix B-1 As-needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health – Rate Schedule

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, \$0 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

| <b>Contract Term</b>        | <b>Estimated Amount</b> |
|-----------------------------|-------------------------|
| 7/1/2019 - 12/31/2020       | 13,340,000.00           |
| 1/1/2021 - 6/30/2021        | 4,588,000.00            |
| 7/1/2021 - 6/30/2022        | 8,000,000.00            |
| <b>Subtotal</b>             | <b>25,928,000.00</b>    |
| Contingency                 | -                       |
| <b>Not to Exceed Amount</b> | <b>25,928,000.00</b>    |

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

D. 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.

3. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

1 [Agreement Amendment - Cross Country Staffing, Inc. - Department of Public Health Registry  
2 Services - Not to Exceed \$24,652,390]

3 **Resolution approving an Amendment No. 1 to the agreement between the Cross**  
4 **Country Staffing, Inc. and the Department of Public Health, for as-needed registry**  
5 **personnel to respond to the increase in patient census at Zuckerberg San Francisco**  
6 **General Hospital and for a technical adjustment to the contract, to increase the**  
7 **agreement amount by \$14,812,390 for an amount not to exceed \$24,652,390 with no**  
8 **change to the term length to expire on June 30, 2019, to commence upon approval by**  
9 **the Board of Supervisors.**

10  
11 WHEREAS, DPH desires to continue to acquire registry services in order to meet all  
12 mandated minimum staffing levels in order to continue to deliver a high quality of care to  
13 patients of the Department of Public Health and Zuckerberg San Francisco General hospital  
14 and medical center (ZSFG); and

15 WHEREAS, Section 21A.2.b of the Administrative Code allows for DPH to utilize all  
16 programs and services of a Government Purchasing Organization (GPO), including utilizing  
17 the results of the competitive solicitations conducted by the GPO; and

18 WHEREAS, DPH is a member of Vizient, a GPO, as authorized under Section 21A.2 of  
19 the Administrative Code; and

20 WHEREAS, ZFGH has experienced an average increase of 33 beds per year to date  
21 for Fiscal Year 2019 which has increased patient census at ZFGH; and

22 WHEREAS, There is a need for a technical adjustment in the contract budget to  
23 account for incorrectly processed invoices against the current year contract; and

24 WHEREAS, The cost of the two year term of the amended contract will not exceed  
25 \$24,652,390; and

1           WHEREAS, A copy of the original agreement is on file with the Clerk of the Board of  
2 Supervisors in File No. 181134, which is hereby declared to be part of this Resolution as  
3 if set forth fully herein; and


4           WHEREAS, When the amended contract is fully signed and certified, a copy will be on  
5 file with the Clerk of the Board of Supervisors in File No. 181134, which is hereby  
6 declared to be a part of this resolution as if set forth fully herein; now, therefore, be it

7           RESOLVED, That the Board of Supervisors hereby authorizes the Department of  
8 Public Health to amend the contract with Cross Country Staffing, Inc. to increase the  
9 agreement amount by \$14,812,390 for an amount not to exceed \$24,652,390.

10          FURTHER RESOLVED, That the Board of Supervisors authorizes the  
11 Department of Public Health to enter into any amendments or modifications to the  
12 contract, prior to its final execution by all parties, that the Department determines, in  
13 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
14 materially increase the obligations or liabilities of the City, are necessary or advisable to  
15 effectuate the purposes of the contract, and are in compliance with all applicable laws;  
16 and, be it

17          FURTHER RESOLVED, That within thirty (30) days of the contract being fully  
18 executed by all parties, the Director of Health and/or the Director of the Office of Contract  
19 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for  
20 inclusion into the official File No. 181134.

21 RECOMMENDED:

22   
23 \_\_\_\_\_  
24 Greg Wagner  
25 Acting Director of Health



City and County of San Francisco

Tails  
Resolution

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

File Number: 181134

Date Passed: December 11, 2018

Resolution approving Amendment No. 1 to the agreement between the Cross Country Staffing, Inc. and the Department of Public Health, for as-needed registry personnel to respond to the increase in patient census at Zuckerberg San Francisco General Hospital and for a technical adjustment to the contract, to increase the agreement amount by \$14,812,390 for an amount not to exceed \$24,652,390 with no change to the term length to expire on June 30, 2019, to commence upon approval by the Board of Supervisors.


December 06, 2018 Budget and Finance Committee - RECOMMENDED AS COMMITTEE REPORT

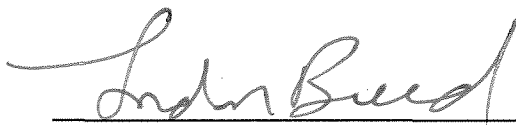
December 11, 2018 Board of Supervisors - ADOPTED

Ayes: 11 - Brown, Cohen, Fewer, Kim, Mandelman, Peskin, Ronen, Safai, Stefani, Tang and Yee

File No. 181134

I hereby certify that the foregoing Resolution was ADOPTED on 12/11/2018 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
London N. Breed  
Mayor

  
Date Approved

1 [Contract Amendment - Cross Country Staffing, Inc. - Registry Services - Not to Exceed  
2 \$25,928,000]

3 **Resolution approving Amendment No. 2 to the agreement between Cross Country**  
4 **Staffing, Inc. and the Department of Public Health, for as-needed registry personnel to**  
5 **maintain mandated staffing levels, to increase the agreement amount by \$16,088,000**  
6 **for a new not to exceed amount of \$25,928,000 to commence following Board**  
7 **approval, and to extend the term by one and one-half years, from January 1, 2021, for**  
8 **a total agreement term of July 1, 2019, through June 30, 2022.**

9  
10 WHEREAS, There is a continued need to utilize registry services in order to meet  
11 mandated minimum staffing levels and to deliver high quality care to the patients of the  
12 Department of Public Health (DPH), including patients at Zuckerberg San Francisco Hospital  
13 and Medical Center (ZSFG); and

14 WHEREAS, Through a Request For Proposals (RFP) process, DPH selected Cross  
15 Country Staffing, Inc. to provide these registry services; and

16 WHEREAS, DPH established an agreement in the amount of \$9,840,000 for the period  
17 of July 1, 2019, through June 30, 2020, subsequently amending the agreement to extend the  
18 term through December 31, 2020, in order to ensure uninterrupted services while the  
19 Department prepared to execute this Amendment No. 2; and

20 WHEREAS, DPH wishes to increase the contract by \$16,088,000, for a total contract  
21 amount not to exceed \$25,928,000, and to extend the term by one and one-half years, from  
22 January 1, 2021, for a total agreement term of July 1, 2019, through June 30, 2022; now,  
23 therefore, be it

24 RESOLVED, That the Board of Supervisors hereby authorizes the Director of  
25 Public Health and the Director of the Office of Contract Administration/Purchaser, on



1 behalf of the City and County of San Francisco, to execute Amendment No. 2 to the  
2 agreement with Cross Country Staffing, Inc. to increase the agreement amount by  
3 \$16,088,000, for an amount not to exceed \$25,928,000, and to extend the term by one  
4 and one-half years, from January 1, 2021, for a total agreement term of July 1, 2019,  
5 through June 30, 2022; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the  
7 Department of Public Health to enter into any amendments or modifications to the  
8 contract, prior to its final execution by all parties, that the Department determines, in  
9 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
10 materially increase the obligations or liabilities of the City, are necessary or advisable to  
11 effectuate the purposes of the contract, and are in compliance with all applicable laws;  
12 and, be it

13 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
14 by all parties, the Director of Health and/or the Director of the Office of Contract  
15 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for  
16 inclusion into the official File No. 200933.

17

18 RECOMMENDED:

19

20  /s/  
21 Dr. Grant Colfax  
22 Director of Health

23

24

25



# City and County of San Francisco

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

## Tails Resolution

**File Number:** 200933

**Date Passed:** January 05, 2021

Resolution approving Amendment No. 2 to the agreement between Cross Country Staffing, Inc. and the Department of Public Health, for as-needed registry personnel to maintain mandated staffing levels, to increase the agreement amount by \$16,088,000 for a new not to exceed amount of \$25,928,000 to commence following Board approval, and to extend the term by one and one-half years, from January 1, 2021, for a total agreement term of July 1, 2019, through June 30, 2022.

December 16, 2020 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

December 16, 2020 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

December 16, 2020 Budget and Finance Committee - RECOMMENDED AS AMENDED

January 05, 2021 Board of Supervisors - ADOPTED

Ayes: 11 - Fewer, Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani, Walton and Yee

File No. 200933

**I hereby certify that the foregoing Resolution was ADOPTED on 1/5/2021 by the Board of Supervisors of the City and County of San Francisco.**

Angela Calvillo  
Clerk of the Board

London N. Breed  
Mayor

1 / 8 / 2021

Date Approved



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 210830

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

|   |   |
|---|---|
| <b>TYPE OF FILING</b>                                       | <b>DATE OF ORIGINAL FILING (for amendment only)</b> |
| Original  |   |
| <b>AMENDMENT DESCRIPTION – Explain reason for amendment</b> |   |
|   |   |

#### 2. CITY ELECTIVE OFFICE OR BOARD

|                        |                                      |
|------------------------|--------------------------------------|
| <b>OFFICE OR BOARD</b> | <b>NAME OF CITY ELECTIVE OFFICER</b> |
| Board of Supervisors   | Members                              |

#### 3. FILER'S CONTACT

|                                  |                                |
|----------------------------------|--------------------------------|
| <b>NAME OF FILER'S CONTACT</b>   | <b>TELEPHONE NUMBER</b>        |
| Legislative Clerks Division      | 415-554-5184                   |
| <b>FULL DEPARTMENT NAME</b>      | <b>EMAIL</b>                   |
| office of the clerk of the Board | Board.of.Supervisors@sfgov.org |

#### 4. CONTRACTING DEPARTMENT CONTACT

|                                     |  |
|-------------------------------------|--|
| <b>NAME OF DEPARTMENTAL CONTACT</b> | <b>DEPARTMENT CONTACT TELEPHONE NUMBER</b> |
| Jacquie Hale                        | (415) 255-3508                             |
| <b>FULL DEPARTMENT NAME</b>         | <b>DEPARTMENT CONTACT EMAIL</b>            |
| DPH Department of Public Health     | Jacquie.Hale@SFDPH.org                     |

| 5. CONTRACTOR   |   |
|---|---|
| <b>NAME OF CONTRACTOR</b><br>Cross Country Staffing, Inc.   | <b>TELEPHONE NUMBER</b><br>(800) 784-0031 |
| <b>STREET ADDRESS (including City, State and Zip Code)</b><br>6551 Park of Commerce Blvd., Boca Raton, FL 33487 | <b>EMAIL</b><br>Bwhite@CrossCounty.com    |

| 6. CONTRACT   |                                |  |
|---|--------------------------------|--|
| <b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>               | <b>ORIGINAL BID/RFP NUMBER</b> | <b>FILE NUMBER (If applicable)</b><br>210830 |
| <b>DESCRIPTION OF AMOUNT OF CONTRACT</b><br>\$41,200,000                        |                                |  |
| <b>NATURE OF THE CONTRACT (Please describe)</b><br>As-needed registry personnel |                                |  |

| 7. COMMENTS |
|-------------|
|             |

| 8. CONTRACT APPROVAL                |  |
|-------------------------------------|--|
| This contract was approved by:      |  |
| <input type="checkbox"/>            | THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM   |
| <input checked="" type="checkbox"/> | A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES<br>Board of Supervisors                                   |
| <input type="checkbox"/>            | THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS |

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| #  | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE                    |
|----|--------------------------------|------------|-------------------------|
| 1  | Clark                          | Kevin      | CEO                     |
| 2  | Clark                          | Kevin      | Board of Directors      |
| 3  | Cash                           | W. Larry   | Board of Directors      |
| 4  | Dircks                         | Thomas C.  | Board of Directors      |
| 5  | Fitzgerald                     | Gale       | Board of Directors      |
| 6  | Freeman                        | Darrell S. | Board of Directors      |
| 7  | Nevin                          | Janice     | Board of Directors      |
| 8  | Perlberg                       | Mark       | Board of Directors      |
| 9  | Trunfino                       | Joseph     | Board of Directors      |
| 10 | white                          | Buffy      | Other Principal Officer |
| 11 | Zaharoff                       | Marissa    | Other Principal Officer |
| 12 | william                        | Burns      | CFO                     |
| 13 | Stephen                        | Saville    | Other Principal Officer |
| 14 |                                |            |                         |
| 15 |                                |            |                         |
| 16 |                                |            |                         |
| 17 |                                |            |                         |
| 18 |                                |            |                         |
| 19 |                                |            |                         |

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| #  | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|--------------------------------|------------|------|
| 20 |                                |            |      |
| 21 |                                |            |      |
| 22 |                                |            |      |
| 23 |                                |            |      |
| 24 |                                |            |      |
| 25 |                                |            |      |
| 26 |                                |            |      |
| 27 |                                |            |      |
| 28 |                                |            |      |
| 29 |                                |            |      |
| 30 |                                |            |      |
| 31 |                                |            |      |
| 32 |                                |            |      |
| 33 |                                |            |      |
| 34 |                                |            |      |
| 35 |                                |            |      |
| 36 |                                |            |      |
| 37 |                                |            |      |
| 38 |                                |            |      |

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| #  | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|--------------------------------|------------|------|
| 39 |                                |            |      |
| 40 |                                |            |      |
| 41 |                                |            |      |
| 42 |                                |            |      |
| 43 |                                |            |      |
| 44 |                                |            |      |
| 45 |                                |            |      |
| 46 |                                |            |      |
| 47 |                                |            |      |
| 48 |                                |            |      |
| 49 |                                |            |      |
| 50 |                                |            |      |

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

|   |                           |
|---|---------------------------|
| <p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p><br><br><p>BOS Clerk of the Board</p> | <p><b>DATE SIGNED</b></p> |
|---|---------------------------|



City and County of San Francisco  
London N. Breed, Mayor

## San Francisco Department of Public Health

Dr. Grant Colfax  
Director of Health

July 19, 2021

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval an amendment to the agreement between the Department of Public Health and Cross Country Staffing, in the amount of \$41,200,000.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed resolution to approve Amendment 3;
- Proposed Amendment 3;
- BOS Resolution 1-21 approving Amendment 2;
- Amendment 2;
- Amendment 1;
- BOS Resolution 432-18 approving Amendment 1;
- Original Agreement;
- Form SFEC-126 for the Board of Supervisors.

For questions on this matter, please contact Arlene Lee, [Arlene.Lee@SFDPH.org](mailto:Arlene.Lee@SFDPH.org).

Thank you for your time and consideration.

Sincerely,

*Arlene Lee*

Arlene Lee

Office of Contracts Management and Compliance  
DPH Business Office

cc: Dr. Grant Colfax, Director of Health  
Greg Wagner, Chief Operating Officer  
Michelle Ruggels, Director, DPH Business Office