

**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
Good Guard Security, Inc.
Contract ID #1000035649**

This Agreement is made this 1st day of October 2025, in the City and County of San Francisco (“City”), State of California, by and between Good Guard Security, Inc. (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to procure unarmed security guard services at Zuckerberg San Francisco General Hospital, Laguna Honda Hospital and Rehabilitation Center, and Community Clinic Sites operated by the Department of Public Health (DPH) throughout the city from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled DPH | Unarmed Security Guard Services issued through Sourcing Event ID 0000010377; and

WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0004755; and

WHEREAS, approval for the Agreement was obtained on July 21, 2025 from the Civil Service Commission under PSC number DHRPSC0005245 in the amount of \$18,000,000 for the period of 3 years; and

WHEREAS, the Agreement was presented to the Health Commission on August 18, 2025; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by _____ on _____ in the amount of \$18,000,000 for the period commencing October 1, 2025 and ending September 30, 2028; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

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

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

1.6 “Contractor” means Good Guard Security, Inc. 21622 Plummer St, Ste 200 Chatsworth, CA 91311.

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

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

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

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

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on October 1, 2025 and expire on September 30, 2028, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has the option to renew the Agreement for a period of six additional years. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

2.3 No Automatic Renewal. Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Contractor attached hereto): (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) or any similar “evergreen” provision shall be deemed null and void *ab initio*; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

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

3.3 Compensation.

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed Eighteen Million Dollars (\$18,000,000), the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not be liable

for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

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

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

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

3.3.5 Reserved (LBE Payment and Utilization Tracking System.)

3.3.6 Getting paid by City for Services.

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

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

3.3.7 Reserved (Grant Funded Contracts.)

3.3.8 Payment Terms.

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

(b) **Reserved (Payment Discount Terms.)**

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other

data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

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

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement will involve the performance of work covered by San Francisco Labor and Employment Code Article 102 (**102.11**) (collectively, “Covered Services”, which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

(a) **Security Guard Services.** This Agreement is subject to the prevailing wage requirements of Labor and Employment Code Article 102.1 and Article 102.11, which are incorporated by reference as terms of this Agreement. Contractor agrees that any employee engaged in security guard services (as defined in Article 102.11) shall be paid not less than the Prevailing Rate of Wages, as fixed and determined by the Board of Supervisors pursuant to Labor and Employment Code Article 102.1. Contractor agrees to comply with, and to require any authorized Subcontractors to comply with, the prevailing wage rate requirement imposed by this Article.

(b) **Enforcement of Prevailing Wage Requirements.** Contractor agrees that a failure to pay the Prevailing Rate of Wages required by this Agreement by Contractor or its subcontractors will result in City taking enforcement action against Contractor in accordance with Labor and Employment Code Article 102.1(c)(4).

(c) **Transition Employment Requirements.** This Agreement is subject to the Transition Employment Requirements in Labor and Employment Code Article 102.1(d). Contractor agrees to comply with, and to require any authorized Subcontractors to comply with, the obligations imposed by Article 102.1(d).

(d) **Requirement of Employer-Employee Relationship.** This Agreement is subject to the Employer-Employee Relationship requirements in Labor and Employment Code Article 102.1(e). Contractor and any authorized Subcontractors shall perform this Agreement with Individuals employed by Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations (“DIR”), as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the applicable prevailing wage rates are available from City’s Office of

Labor Standards and Enforcement (“OLSE”). See also <https://sf.gov/resource/2022/citywide-contractor-labor-laws>. Contractor agrees that it shall pay not less than the prevailing wage rates, as determined by the Board of Supervisors and DIR, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 Subcontract Requirements. Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors and DIR for such labor and services.

3.6.4 Posted Notices. Contractor shall post job site notices as required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where Covered Services are to be performed.

3.6.5 Payroll Records. Contractor shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives and/or DIR.

3.6.6 Certified Payrolls. Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City and to DIR as specified by City and DIR. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.

3.6.7 Compliance Monitoring. Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City’s prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code,

including Section 1776(g), as amended from time to time, San Francisco Administrative Code Section 6.22(e), and San Francisco Labor and Employment Code Article 102, as applicable.

3.6.8 Remedies. Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22(e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

3.7 Reserved (Displaced Worker Protection Act.)

Article 4 Services

4.1 Reserved (Primary and Secondary Contractors.)

4.2 Term Agreement – Indefinite Quantities.) This is a term, indefinite quantities Agreement to supply the Services identified in this Agreement. Unless otherwise specified herein, Services will be required in quantities and at times as ordered during the period of the Agreement. Estimated Services are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may also make purchases from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for the Services or that it is not practical to purchase against this Agreement. City will not honor minimum order charges under this Agreement.

4.3 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

4.4 Services.

4.4.1 Awarded Services. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request and City is not required to compensate for Services beyond those stated. If, during the term of the Agreement, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, Contractor agrees that the service will be canceled and removed from the Agreement without penalty to City. City's sole obligation to Contractor is payment for Services performed prior to the cancellation date. City shall give Contractor ten (10) days' notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing in writing, which can include email, certified mail, or other trackable mail, thirty (30) days in advance of any changes in the Services required in the Agreement. Any changes made without the approval of Purchasing will constitute a Default.

4.4.2 **Subcontracting.** Contractor will not employ subcontractors in the performance of this Agreement.

4.4.3 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

(a) **Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees, will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

(b) **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.4.4 **Reserved.**

4.5 **Reserved.**

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

4.7 **Reserved (Liquidated Damages.)**

4.8 **Reserved (Performance Bond.)**

4.9 **Fidelity Bond.** Contractor shall maintain throughout the term of this Agreement, at no expense to City, a blanket fidelity bond or a blanket crime policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than **\$50,000** with any deductible not to exceed **\$25,000** and including City as additional obligee or loss payee as its interest may appear.

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

4.11 **Annual Usage Reports by Contractor.**

4.11.1 Annually no later than February 15 and upon request, Contractor shall prepare and submit to City an electronic report in Microsoft Excel or CSV format identifying the Services rendered under this Agreement (“Usage Report”).

4.11.2 The Usage Report must detail all Services performed by Contractor as of the Contract start date through December of the calendar year directly preceding the date of the report.

4.11.3 The Usage Report shall include, at a minimum, the following data:

- (1) Name of City department issuing the Purchase Order
- (2) Purchase Order ID
- (3) Invoice Number and Date
- (4) Itemized list of all Services delivered, including the date on which the service was performed, detailed description of the Services, unit cost, quantity, unit of measure, and extended cost. Multiple Services listed under one invoice must be listed on separate lines.
- (5) Include additional items as needed

4.11.4 Upon request, Contractor must also furnish a separate Usage Report for Services delivered to City which are not part of this Agreement.

4.11.5 City reserves the right to terminate this Agreement if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$1,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

(f) Cyber and Privacy Liability Insurance with limits of not less than **\$1,000,000** 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 electronic form.

(g) Reserved (Pollution Liability Insurance).

5.1.2 Additional Insured

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

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

(c) Reserved.

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

5.1.4 Primary Insurance.

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

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

(c) Reserved (Pollution Liability Insurance Policy).

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled, "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities

(legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts and related costs, and City's costs of investigating any claims against City.

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

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

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

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental damages resulting in whole or in part from Contractor's acts or omissions, but not consequential damages.

Article 7 Payment of Taxes

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City. Any equipment/software provided by Company, and information gathered therewith, in connection with Company's services is for Company's use and will always be Company property. Company is not selling or leasing any of the equipment/software to Client, and Company will remove its equipment/software upon termination of Agreement.

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

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

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

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

8.2 Termination for Default; Remedies.

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

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

| | | | |
|-----------|--------------------------|------------|---------------------------------|
| 3.5 | Submitting False Claims. | 10.10 | Alcohol and Drug-Free Workplace |
| 4.6 | Assignment | 10.13 | Reserved (Working with Minors.) |
| Article 5 | Insurance and Indemnity | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | Article 13 | Data and Security |

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement; 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 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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

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

8.4 Rights and Duties upon Termination or Expiration.

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

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

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant

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

10.5 Nondiscrimination Requirements.

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

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

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

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

10.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available

on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of Article 121.3 and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved (Slavery Era Disclosure.)

10.13 Reserved (Working with Minors.)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article

142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Nonprofit Contractor Requirements.

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

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

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

10.17 Distribution of Beverages and Water.

10.17.1 **Reserved.**

10.17.2 **Reserved.**

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.**

10.20 **Reserved.**

10.21 **Environment Code Chapter 5, Resource Conservation Ordinance.**

10.21.1 **Reserved.**

10.21.2 **Reserved.**

10.22 **Reserved.**

10.23 **Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor’s performance under this Agreement without prior written permission of Purchasing.

Article 11 General Provisions

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

To City: Office of Contract Management and Compliance
Department of Public Health
101 Grove Street, Room 317
San Francisco, CA 94102

E-mail: victoria.falcon@sfdph.org

To Contractor: Kelley Daigle
Chief Growth Officer
Good Guard Security, Inc.
21622 Plummer St. Ste 200
kelley@goodguardsecurity.com

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

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

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), Section 255 of the Communications Act Guidelines, the applicable Revised Section 508 Standards, and Web Content Accessibility Guidelines 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

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

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

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

11.6 **Dispute Resolution Procedure.**

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

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

11.6.3 **Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure.

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

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

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

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

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

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

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

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

Article 12 Department Specific Terms (Reserved).

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative

Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved (Payment Card Industry ("PCI") Requirements.)

13.3 Reserved (Business Associate Agreement).

13.4 Management of City Data.

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

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

destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.4.3 Protected Health Information. Where applicable, 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, if any, 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 Agreement. 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 Agreement.

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

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

Article 14 MacBride And Signature

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

CONTRACTOR

Recommended by:

Good Guard Security, Inc.

San Francisco Department on Public Health

Signed by:
Kelley Daigle
01A06B516DE644E...

08/11/2025 | 6:18 PM PDT

Kelley Daigle
Chief Growth Officer

Approved as to Form:

City Supplier Number: 0000053121

David Chiu
City Attorney

By: _____

Deputy City Attorney

Approved:

Office of Contract Administration

Appendices

- A: Scope of Services
- B: Calculation of Charges

Appendix A Scope of Services

A. Background:

The Contractor shall provide unarmed security guard services at Zuckerberg San Francisco General Hospital, located at 1001 Potrero Avenue, San Francisco, CA 94110; Laguna Honda Hospital and Rehabilitation Center, located at 375 Laguna Honda Blvd, San Francisco, CA 94116; and Community Clinic Sites operated by the Department of Public Health (DPH) throughout the city.

B. Scope:

This scope of work is a general guide to the work DPH expects to be performed and is not a complete listing of all services, deliverables, tasks, milestones, that may be required or desired.

C. Staffing Requirements:

1. Security Guards.

Contractor shall provide 24/7 security, including holidays, to include full time and partial day security guards, a security supervisor(s) posted on-site 24/7 and roving patrols as specified per tables below.

a. Security Guard Shifts.

i. The chart below details the security guard shifts assigned to the ZSFGH, LHH and Community Clinic Sites. The shift schedule may be modified on a temporary basis by mutual agreement between City and Contractor.

ii. **Zuckerberg San Francisco General Hospital, located at 1001 Potrero Avenue, San Francisco, CA 94110**

| Location | Shift Hours | Days | #Guards/Shift |
|----------------------------------------------------------|-------------|-------------------|---------------|
| Building 5 Lobby Unarmed Roving Guard | 0600-1400 | Monday – Friday | 4 |
| | 1400-2200 | Monday – Friday | 3 |
| | 0730-1730 | Saturday – Sunday | 2 |
| Relief Guard/Shift Supervisor Unarmed Roving Guard | 0800-1600 | Monday – Sunday | 1 |
| | 1600-2400 | Monday – Sunday | 1 |
| | 0001-0800 | Monday – Sunday | 1 |
| Hospital Lobby-Building 25 Unarmed Roving Guard | 0600-1400 | Monday – Sunday | 2 |
| | 1400-2200 | Monday – Sunday | 2 |
| | 2200-0600 | Monday – Sunday | 1 |

| | | | |
|-------------------------------------------------------------|-----------|-----------------|---|
| Hospital Lobby-Building 25 Unarmed Roving Guard | 0600-1400 | Monday – Sunday | 2 |
| Bridge Security Guard Unarmed Roving Guard | 0530-1400 | Monday – Sunday | 1 |
| | 1330-2200 | Monday – Sunday | 1 |
| Building 9 - Security Guard Unarmed Roving Guard | 0600-1400 | Monday – Friday | 1 |
| Building 9 and 80/90 - Relief Guard Unarmed Roving Guard | 0800-1600 | Monday – Friday | 1 |
| Building 80/90 Unarmed Roving Guard | 0800-1700 | Monday – Friday | 2 |
| Building 5 Rover Unarmed Roving Guard | 0800-1600 | Monday – Sunday | 1 |

iii. **Laguna Honda Hospital, located at 375 Laguna Honda Blvd., San Francisco, CA 94116**

| Location | Shift Hours | Days | #Guards/Shift |
|-------------------------------------------------------|--------------------|-----------------|----------------------|
| Pavilion Mezzanine SNF Unarmed Roving Guard | 0600-1400 | Monday - Sunday | 1 |
| | 1400-2200 | Monday - Sunday | 1 |
| | 2200-0600 | Monday - Sunday | 1 |
| Horse Shoe Unarmed Roving Guard | 0600-1400 | Monday - Sunday | 1 |
| | 1400-2200 | Monday - Sunday | 1 |
| | 2200-0600 | Monday - Sunday | 1 |
| Relief Guard/Shift Supervisor Unarmed Roving Guard | 0800-1600 | Monday - Sunday | 1 |
| | 1600-2400 | Monday - Sunday | 1 |
| | 0001-0800 | Monday - Sunday | 1 |
| Serenity Park Unarmed Roving Guard | 0600-1400 | Monday - Sunday | 1 |
| | 1400-2200 | Monday - Sunday | 1 |
| | 2200-0600 | Monday - Sunday | 1 |

| | | | |
|-----------------------------------------------------------------|-----------|-----------------|---|
| Campus Trails, Parking Lots and Administrative Building Patrols | 0600-1400 | Monday - Sunday | 1 |
| | 1400-2200 | Monday - Sunday | 1 |
| | 2200-0600 | Monday - Sunday | 1 |

iv. **Community Clinic Sites**

| Location | Shift Hours | Days | #Guards/Shift |
|-------------------------------------|-------------|-------------------|---------------|
| Castro Mission Health Center | 0800-1700 | Monday – Friday | 1 |
| Maxine Hall Health Center | 0800-1700 | Monday – Friday | 1 |
| Southeast Family Health Center | 0800-1700 | Monday – Friday | 1 |
| Silver Avenue Health Center | 0800-1700 | Monday – Friday | 1 |
| 1380 Howard Psychiatric Services | 0800-2000 | Monday – Friday | 2 |
| | 0800-1700 | Saturday - Sunday | 2 |
| Mission Mental Health | 0800-1700 | Monday – Friday | 2 |
| South of Market Mental Health | 0800-1700 | Monday – Friday | 2 |
| Chinatown North Beach Mental Health | 0800-1700 | Monday – Friday | 2 |
| Maria X Martinez Health Center | 0800-1700 | Monday – Friday | 1 |
| | 0800-1700 | Saturday | 1 |
| 822 Geary/629 Hyde | 0001-0800 | Monday – Sunday | 1 |
| | 0800-1600 | Monday – Sunday | 1 |
| | 1600-2400 | Monday – Sunday | 1 |

v. Evening and weekend shifts may be required as needed. Any service requested by the City that requires guards to work overtime (beyond 8 hours per day or 40 hours per week) will be billed at the overtime rate. Any overtime requests by Contractor must be approved by the Director of Security or designee in advance of hours worked. The charts details the unarmed security guards needed at each location.

vi. As required during the contract term and at the direction of the Director of Security or designee, the City may extend the unarmed security services to

other locations, including providing healthcare and community provider safety and security services and personal safety escorts.

b. Full-Time Security Guard Rest and Meal Break Schedule.

Contractor shall provide all legal required rest, and meal breaks to their security guards, and it shall be done in a manner that does not compromise security operations and coverage requirements for this site.

c. Emergency Guards.

Contractor shall provide 24 hour emergency response services when an alarm company notifies the Contractor of an alarm and/or unauthorized break in the systems, including dispatching a radio equipped security guard to investigate and if necessary notifying the DPH Director of Security, Basil A. Price, and/or San Francisco Police Department (“SFPD”).

d. As-Needed Guards.

Upon 24 hours’ notice, Contractor shall provide as-needed guards in addition to the standard security contract, upon DPH Director of Security or designated representative’s request in writing, specifying the dates and durations of the shifts. As-needed guards shall perform the services. The Contractor shall bill as-needed guards, including guards needed for an emergency response, at the rate provided for as-needed guards in Cost Proposal Form.

e. As-Needed Supervisors.

Upon 24 hours’ notice, Contractor shall provide as-needed supervisors in addition to the standard security contract, upon DPH Director of Security or designated representative’s request in writing, specifying the dates and durations of the shifts. As-needed supervisors shall perform the services. The Contractor shall bill as-needed supervisors, including supervisors needed for an emergency response, at the rate provided for as-needed guards in Cost Proposal Form.

f. Back Up Personnel.

Contractor shall have a reasonable number of qualified and trained back up personnel ready to assume assignment under the contract.

g. Right to Revise Shifts.

- i. Provided the City gives a written one week notice of changes of the regular shifts detail in Section C.1.a Security Guard Shifts above ,during the Contract term, the City shall have the right to revise at any time without any penalty:
 - a. the hours per shift;
 - b. the number of Guards per shift;
 - c. and/or the amount/number of shifts per day; and

- d. the reassignment of security force. Guards shall be reassigned within five calendar days of the City's request.
 - ii. If circumstances require the elimination of certain services, the price to the City will be adjusted downward, based upon the hourly wages as provided on the Cost Proposal Form.

h. Security Guard Registration.

Contractor shall provide list detailing the number of security guards assigned to each location, ensuring full coverage as specified in the Section C.1.a, Security Guard Shifts, above. The Contractor must also certify that all assigned guards are available to start on the contract's effective date. Failure to comply may result in disqualification or contract termination.

2. Supervisors.

Contractor shall provide adequate supervision of guards at all times. "Supervisor" means guards who perform the same work as security guards, with concepts and organization skills, who have authority and exercise independent judgment to effectively recommend to hire/promote, discipline, assign, reward or adjust the grievances of other employee. Supervisors are not shift leads. While shift leads may assist in many supervisory functions, shift leads shall prepare or offer input, but shall not make determinations or recommendations. Persons in the supervisor role. At a minimum, Contractor shall provide a Supervisor for guard management and support. During the term of this contract, the City reserves the right to modify the parameters of such adequate staffing as needed. Contractor shall bill at the rates provided in Cost Proposal Form, for Supervisory Shifts detailed under Section C.1.a Security Guard Shifts, above.

3. Other Staff.

Contractor shall provide other services personnel at no additional cost to the City. At a minimum, Contractor shall provide:

a. Account Manager.

Contractor shall provide a member of its management staff as an Account Manager to coordinate Services to be provided.

b. Security Liaison Officer.

Contractor shall provide a member of its management staff as Security Liaison Officer to the City.

c. Administrative Support.

Contractor shall provide all necessary administrative support to manage Contractor's employees.

d. Central Communications Center.

Contractor shall provide a central point of contact that operates on a continuous basis, where continuous basis is defined as 24 hours a day, seven days a week,

including holidays, without interruption, until termination or expiration of the Contract.

D. Service Locations:

1. Staffing

Contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts and locations for which guard security services and support services are required to be provided by this contract as described in Section C. Staffing Requirements, above.

a. Guard List and Notice of First Day.

- i. No later than Friday every week, the Contractor shall furnish the DPH Director of Security, or designated representative with a complete list of all security guards on-site for the following week.
- ii. Contractor shall update the list of assigned Guards for each location whenever a change in assignment is made.
- iii. Contractor shall provide no less than five business days' prior written notice of a Guard's first day onsite. Substitutions of previously trained and vetted personnel will not require five business days written notice.

b. Supervisor Contact List.

- i. Contractor shall submit a Supervisor Contact List within 15 days prior to the contract start date. The Supervisor contact list must include the names and contact numbers for all supervisory employees associated with this contract.
- ii. Contractor shall update the supervisor contact list whenever a change in supervisors is made.

c. Other Staffing Contact List.

- i. No later than 30 days prior to the Contract start date, Contractor shall provide DPH Director of Security with the names and contact information for each of the following staff members:
- ii. Account Manager;
- iii. Security Liaison Officer;
- iv. Administrative Support;
- v. Central Communications Center; and
- vi. Technical Support.
- vii. Contractor shall update the Other Staffing Contact List whenever a change in other staffing is made.

d. **Removal and Replacement of Unqualified Guards.**

Any guard that fails to perform the duties, or meet the qualifications, below, will be considered unqualified and Contractor shall dismiss the Guard from work and replace the Guard immediately at no additional cost to the City.

e. **Right to Remove.**

The DPH Director of Security or designated representative reserves the right to direct Contractor to remove any personnel from its Premises at any time it desires and for any reason, with or without cause.

f. **Turnover.**

Contractor shall not exceed a 50% turnover rate per fiscal year with respect to guards.

2. **Zuckerberg San Francisco General Hospital Security Guard Duties**

a. **General Duties.** All Guards assigned under this Contract shall:

- i. Be present in the key areas building entrances to provide greeting, screening, and navigation services;
- ii. Document security related incidents and emergencies regarding activity, communications, and actual or suspicious activity. **DO NOT TAKE PHOTOS OF HOSPITAL EMPLOYEES, PATIENTS or VISITORS;**
- iii. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors;
- iv. Respond to request to provide Security Standby or Security Assist;
 - (A) **Security Standby.** Security Guard's assistance is limited to the Guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to de-escalate a potentially escalating situation through limit setting.
 - (B) **Security Assist.** Security Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, control, moderate, or prevent the inappropriate behavior of an individual.
 - (C) **CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.**
- v. Report to their shifts on time and be there for the entire duration of the shift;
- vi. Investigate unusual or suspicious activity;
- vii. Guard the Premises against fire, theft, damage and trespass;
- viii. Protect safety of persons on sites;

- ix. Keep peace and order at all times, both inside the Premises and where people are gathered in entry doorways and on sidewalks;
- x. Monitor all incoming and outgoing traffic. For Hospital Facilities, make sure anyone not signing into the building has the required building ID card to enter, all others must sign in and verify that each person is authorized to enter the building.
- xi. For Hospital Facilities, ask visitors which floor they are going to and direct them accordingly;
- xii. At all times, be polite, alert, welcoming, courteous, respectful, and responsive to visitors and hospital staff;
- xiii. Be visible to the public, alert, and attentive at all times while on duty;
- xiv. Not be engaged in or conduct any personal business or business outside those described in this contract at any time while assigned to perform Services, except during authorized breaks;
- xv. Not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to Guard duties, except during authorized breaks; and
- xvi. Not be distracted from their duties by music, newspapers, televisions, personal cell phones, electronic tablets, or anything unrelated to their duties. Guards cannot be asleep, or otherwise inattentive.
- xvii. Be present in the key areas – rounding on foot to observe onsite activities; rounding will include looking out for and searching for illicit substances, paraphernalia, and/or contraband that may be stashed in the patrol area.
- xviii. Remind onsite patients, residents, and visitors of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- xix. Approach patients, residents, and visitors who are gathered in these areas to monitor activities.
- xx. Use Personal Protection Equipment (PPE) to minimize risk for exposure. The access control staff will provide the Guard with personal protective equipment.

b. Inspection Duties at Hospital Facilities.

- i. Security guards will not be required to operate property and narcotics scanners unless the Sheriff's Office does not have the staffing to perform these duties, and the DPH Director of Security requests Contractor to perform such tasks in writing.
- ii. Security guards assigned at either hospital are required to complete New Employee Orientation, which includes how to respond to hospital emergencies.

iii. All employees, vendors, and contractors are required to be able to respond, appropriately to actual hospital emergencies, drills, or surveyor questions concerning emergency response plans.

iv. All Guards assigned under this Contract shall:

(A) For visitors of patients (not including vendors):

- (1) Inform visitors that personal bags/backpacks/purses are not allowed in the facility. (Visitors will be asked to store items in lockers.)
 - (a) Limited Exceptions: Medical devices, medications needed in an emergency (such as epi pens)
- (2) Request to remove jackets, sweaters, scarfs, hats and other bulky clothing items for inspection.
- (3) Request to empty pockets for inspection.
- (4) Use handheld metal detector wand (supplied by San Francisco Sheriff's Office (SFSO)) on the person and do a visual inspection to look for bulges, items in pockets etc.
 - (a) If the wand beeps, proceed to a pat down if the person consents.
 - (b) If the visual inspection suggests bulges, items in pockets, or is inconclusive, proceed to a pat down if the person consents.
- (5) Any items for patients must have contents inspected or Guard shall not allow package/bag in the facility.
- (6) If visitor refuses to comply with any of these requirements or does not consent to pat down, Guard shall not allow visitor to enter the facility.
 - (a) Identified Prohibited Items. Guard shall confiscate and dispose of illegal items (such as weapons or illicit substances pursuant to SFSO procedures; except if person has permit to carry firearm or marijuana in amounts that do not exceed legal requirements)
 - (b) Prohibited contraband. Guard shall inform Visitor that prohibited items will not be allowed inside the facility, and they will be given an opportunity to leave with the item to leave it in their car, or return without the item, but the person will be subject to a new screening.

(B) For Patients:

- (1) Request to remove jackets, sweaters, scarfs, hats and other bulky clothing items for inspection.
- (2) Request to empty pockets for inspection.
- (3) Use handheld metal detector wand on the person and do a visual inspection to look for bulges, items in pockets etc.
 - (a) If the wand beeps, proceed to a pat down if the person consents.

(b) If the visual inspection suggests bulges, items in pockets, or is inconclusive, proceed to a pat down if the person consents.

(4) All bags/purses/backpacks/packages etc. must have contents inspected or Guard shall not allow package/bag in the facility.

(5) If patient refuses to comply with any of these requirements or does not consent at a pat down, Guard shall not allow patient to enter the facility and shall tell patient that they can return when they are ready to proceed with the screening.

(6) If patient continues to refuse to allow property to be searched,

(a) Guard may offer patient the option to have clinical staff perform the manual search of the property

(b) If patient still refuses, Guard shall inform patient that the bag/package cannot be brought into the facility.

c. Universal Precautions.

All guards will use Personal Protection Equipment (PPE) to minimize risk for exposure. The City will provide the guard with personal protective equipment.

d. Building 25 (Hospital) Access Control.

This guard is responsible for maintaining a fixed position to provide support to the clinical staff in accessing access control to the hospital. All guards assigned to Building 25 shall:

- i. Document all security related incidents
- ii. Respond to security emergencies within the hospital lobby
- iii. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- iv. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- v. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- vi. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- vii. When conducting Building 25 security duties, the guard should be watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description and without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Do not attempt to follow people when it is unwarranted.

- viii. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center - 628-206-8063 or for security emergencies – 628-206-4911.
- ix. Observe if any person is showing outward signs of physical pain or illness, or if they are agitated, and ask them if they need medical attention and call 911, if necessary.
- x. Document security related incidents and emergencies regarding activity, communications, and actual or suspicious activity. **DO NOT TAKE PHOTOS OF HOSPITAL EMPLOYEES, PATIENTS or VISITORS.**
- xi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

e. Building 25 Hospital Visiting and Employee Identification Badges.

The Hospital's point-of-contact for the Building-25 position will advise the guard for permitted visitors and specific restrictions. Title 22 of the Joint Commission requires hospitals to establish a photo identification badge process that allows immediate identification of employees and physicians during work.

- i. Guards shall ensure hospital staff always wear photo identification badge while on hospital property or in the process of providing services at San Francisco General Hospital. The photo identification badge must be worn on the upper half of the body with the name and photograph clearly visible.
- ii. Supervisors shall inform Guards about the expectation that the photo identification badge is worn by hospital staff during work.
- iii. Guards will ensure that hospital staff wear their photo identification badge on the upper half of the body with the name and photo identification clearly visible.
- iv. Hospital staff who fail to bring their badges to work must inform the access control staff immediately or upon entry into the workplace.
- v. Guards shall assist the access control staff in verifying the employee's credentials and issue a temporary badge.
- vi. Guards shall require employee to show government issued identification and submit the ID in exchange for the temporary identification badge, and sign the temporary ID log prior to receiving the temporary ID.
- vii. Guard shall log in the employee on the temporary identification badge log then take possession of the employee's government issued Identification/driver's license
- viii. Guards shall ensure employee wear the temporary badge in a visible location on the upper half of the body until the end of the shift.
- ix. At the end of the shift, Guard shall require employee to return to the temporary badge to receive their ID and sign the temporary badge log verifying receipt of their government issued identification.

- x. Guard shall receive the temporary identification badge at the end of the shift and return the employee's identification upon receipt of the signature from the employee.

f. Building 5 (Main Lobby) Security Support Services.

This guard is responsible for maintaining a fixed position to provide support to the central registration staff. All guards assigned to Building 5 (Main Lobby) shall:

- i. Document all security related incidents.
- ii. Respond to security emergencies within the Building-5 lobby.
- iii. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- iv. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- v. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- vi. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- vii. When conducting Building 5 security duties, watch as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description; observe if the person is showing outward signs of physical pain or illness, or if they are agitated.
- viii. Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Guard shall not attempt to follow people when it is unwarranted.
- ix. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center to intervene and document the incident.
- x. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

g. Building 5 Security Standby and Security Assist.

When it is determined by an appointed medical professional, or when staff has reasonable cause to believe that an individual presents a danger to them and others, guard shall:

- i. Report to the staffing requiring/requesting security support to receive information and instruction regarding the type of support needed i.e., security standby, security assistance, or call the Sheriff's Operations Center at non-emergency - 628-2068063 or for security emergencies – 628-206-4911.

- (A) **Security Stand-by.** Guard's assistance is limited to the Guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
- (B) **Security Assist.** Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
- (C) **CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.**

h. Building 5 Patient, Visitor and Employee Entry.

- i. Ensure compliance with Visitation Guidelines.
 - (A) **Patients** are allowed to enter so long as they have a reason to be in the building – have an appointment or seeking medical care.
 - (B) Visitors are not permitted for outpatient appointments or to psychiatry. Compassionate exceptions apply:
 - (1) Pediatric patients are allowed one parent/guardian.
 - (2) Patients who require mobility, communication or cognitive assistance are allowed one visitor to accompany them to their appointment.
 - (C) **Skilled** nursing visitors must check in at Building 25.
- ii. Ensure compliance with Title 22 of the Joint Commission requires hospitals to establish a photo identification badge process that allows immediate identification of employees and physicians during work. The photo identification badge is to be always worn while on hospital property or in the process of providing services at San Francisco General Hospital. The photo identification badge must be worn on the upper half of the body with the name and photograph clearly visible. **If it is not visible, security must ask the employee to show their badge. This practice should be done to all staff regardless of position, race, ethnicity and/or appearance.**
- iii. For employees who fail to bring their badges to work, the guard will assist the access control staff in verifying the employee's credentials and issue a temporary badge.
 - (A) The employee must show government issued identification and submit the ID in exchange for the temporary identification badge, and sign the temporary ID log prior to receiving the temporary ID.
 - (B) The guard will log in the employee on the temporary identification badge log then take possession of the employee's government issued Identification/driver's license.

- (C) At the end of the shift, the employee will return to the temporary badge to receive their ID and sign the temporary badge log verifying receipt of their government issued identification. The security guard will receive the temporary identification badge at the end of the shift and return the employee's identification upon receipt of the signature from the employee.

i. **Building 25 Bridge Security Guard Position Assignment.**

This guard will maintain a fixed position at the buildings 5 and 25 bridge and shall:

- i. Ensure compliance of all staff, patients, and visitors with the health-order guidelines regarding wearing Personal Protection Equipment (PPE) to minimize risk for exposure, including wear clinic approved mask that completely covers the mouth and nose and providing mask to those without a mask.
- ii. Ensure compliance with Title 22 of the Joint Commission that requires all employees, volunteers, and physicians wear photo identification badges while on hospital property or in the process of providing services at Zuckerberg San Francisco General. The photo identification badge must be worn on the upper half of the body with the name and photograph clearly visible.
- iii. Supervisors are to inform staff about the expectation that the photo identification badge is worn during work.
- iv. Watching for inpatients that leave the unit and take the bridge to the building 5 cafeteria.
 - (A) Unless accompanied by a nurse, inpatients are not permitted to leave the unit.
 - (B) Cafeteria staff have been instructed to allow inpatients to enter without being accompanied by a nurse.
 - (C) The bridge guard should ask any inpatient that is not accompanied by a nurse what unit they are on and notify the unit charge nurse (See phone directory)
- v. Guard will communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- vi. Watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description and without provoking a confrontation, stop to investigate all suspicious persons and activity. **Race, gender, and religious affiliation are NOT considered suspicious.** Do not attempt to follow people when it is unwarranted.
- vii. Observe if any person is showing outward signs of physical pain or illness, or if they are agitated, and ask them if they need medical attention and if

necessary, notify the security shift supervisor, call 911, and assist with crowd management.

- viii. In the absence of DPH staff coverage, provide to support the Maternal Child Health with visitor's access control and employee ID badge verification. The role of the security guard will be to verify that the patient to be visited is admitted to the hospital and upon verification, enter the visitor's information and take a photo, using the visitor's management system.
- ix. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- x. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- xi. Respond to bridge incidents involving disturbances, security staff assistance, and violence in the workplace.
- xii. As directed by the security shift supervisor, respond to security emergencies within the hospital lobby.
- xiii. Document all security related incidents.
- xiv. Guards will maintain a all activity on their Daily Activity Report (DAR).
- xv. Report incidents of criminal activity to the shift supervisor or call the Sheriff's Operations Center to intervene and document the incident.
- xvi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

j. Building 9 OHS.

The guard is responsible for maintaining a fixed position to provide support to the OHS registration staff. All guards assigned to Building 9 OHS shall:

- i. Document all security related incidents.
- ii. Respond to security emergencies within the building- 9 OHS.
- iii. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- iv. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- v. Response to incidents involving disturbances, security staff assistance, and violence in the workplace.
- vi. Guards will communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- vii. Guards will document, in detail all activity on their Daily Activity Report (DAR.)

- viii. When conducting Building 9 security duties, Guards should be watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description and without provoking a confrontation, stop to investigate all suspicious persons and activity. (**Race, gender, and religious affiliation are NOT considered suspicious.**) Do not attempt to follow people when it is unwarranted.
- ix. Radio findings to the shift supervisor or call the Sheriff's Operations Center to intervene and document the incident.
- x. Observe if any person is showing outward signs of physical pain or illness, or if they are agitated, and ask them if they need medical attention and call 911, if necessary.
- xi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.
- xii. Ensure compliance with Visitation Guidelines (see Visitation Guidelines, specifically Outpatient Visitation)
 - (A) Patients are allowed to enter so long as they have a reason to be in the building – have an appointment or seeking medical care.
 - (B) Visitors are not permitted for outpatient appointments.
- xiii. Patients who require mobility, communication or cognitive assistance are allowed one visitor to accompany them to their appointment
- xiv. Ensure compliance with Title 22 of the Joint Commission requires hospitals to establish a photo identification badge process that allows immediate identification of employees and physicians during work. The photo identification badge is to be always worn while on hospital property or in the process of providing services at San Francisco General Hospital. The photo identification badge must be worn on the upper half of the body with the name and photograph clearly visible. **If it is not visible, security must ask the employee to show their badge. This practice should be done to all staff regardless of position, race, ethnicity and/or appearance.**
- xv. Ensure that patients and their visitors are adhering to the universal masking policy. All patients and visitors must have a mask to enter the building. Isolation masks will be provided in the lobby.
- k. **Urgent Care Clinic Security Support Services (1E22 – Psychiatric Emergency Services).**

This guard is responsible for maintaining a fixed position to provide support to the Urgent Care Clinical staff. All guards assigned to Urgent Care Clinic Security Support Services shall:

- i. Document all security related incidents
- ii. Respond to security emergencies within the Urgent Care Clinic

- iii. When patrolling the Urgent Care Clinic treatment area, check with the charge nurse to see if there are any patients that may pose a possible risk.
- iv. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- v. Security Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- vi. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- vii. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- viii. When conducting Urgent Care Clinic security duties, maintain line-of-sight of the waiting room and watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description; observe if the person is showing outward signs of physical pain or illness, or if they are agitated.
- ix. Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Guard shall not attempt to follow people when it is unwarranted.
- x. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center at non-emergency - 628-2068063 or for security emergencies – 628-206-491 to intervene and document the incident.
- xi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas

1. Urgent Care Clinic Security Standby and Security Assist.

When it is determined by an appointed medical professional, or when staff has reasonable cause to believe that an individual presents a danger to them and others, guard shall:

- i. Report to the staffing requiring/requesting security support to receive information and instruction regarding the type of support needed i.e., security standby, security assistance, or call the Sheriff's Operations Center Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
 - (A) Security Stand-by. Guard's assistance is limited to the Guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
 - (B) Security Assist. Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to

assess, moderate, or prevent the inappropriate behavior of a patient.

- (C) CALL THE SHERIFF’S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.

m. Building 5 Rover Patrol.

The purpose of the roving patrols is to achieve protection objectives through guards who round within Building 5. Their actions can be divided into four primary categories: response to critical events, inspection services, routine preventive patrol, and response to provide courtesy or routine services. The Building 5 rover guard is responsible for responding to all security related incidents and security related emergencies that occur in Building 5. The Building 5 rover shall:

- i. Documenting all security related incidents
- ii. Responding to security emergencies
- iii. Make periodic tours to secure areas, providing customer service, mitigating disruptive behavior, deterring crimes, and providing non-violent crisis intervention, until such time that an incident requires the use of force, which will require calling the Sheriff’s Operations Center at non- emergency - 628-206-8063 or for security emergencies – 628-206-4911.
- iv. Inspecting protection devices as required and checking for irregularities.
- v. Preserving order and enforcing regulations pertaining to personnel, visitors, and premises as warranted.
- vi. Assisting with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- vii. Protecting staff and property from theft or damage, or persons from hazards or interference, including the potential for violence in the workplace.
- viii. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- ix. Guards will communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- x. Guards will document, in detail all activity on their Daily Activity Report (DAR.)
- xi. When conducting patrols, the guard should be watching as people approach, make eye contact, providing a proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person’s description; observe if the person is showing outward signs of physical pain or illness, or if they are agitated.
- xii. Without provoking a confrontation, stop to investigate all suspicious persons and activity. Race, gender, and religious affiliation are NOT considered suspicious. Do not attempt to follow people when it is unwarranted.

- xiii. Radio findings to the shift supervisor or call the Sheriff's Operations Center-628-206-8063 or for security emergencies – 628-206-4911 to intervene and document the incident.
- xiv. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

n. Building 25 Loading Dock.

This guard is responsible for providing access control and supporting authorized delivery persons and vendors. All guards assigned to the Building 25 Loading Dock shall:

- i. Maintain a fixed position at the loading dock entrance, assist as required, direct employees to the appropriate building 25 entrance, report and document unsafe environment conditions, including unlocked, propped open/obstructed door jams to the shift supervisor, and conduct follow up when issues are not resolved.
- ii. Actively monitors and conducts traffic control loading dock.
- iii. Ensuring that deliveries are efficiently directed to the appropriate departments within the facility.
- iv. Managing the allocation of space on the dock and efficiently organizing parking for delivery vehicles.
- v. Taking proactive measures to address instances of vehicles parking in prohibited areas, including arranging towing or issuing appropriate citations to maintain order.
- vi. Vigilantly preventing incidents of illegal dumping, maintaining a strict stance against such activities to ensure the cleanliness and integrity of the premises.
- vii. Providing clear guidance to staff members, ensuring they consistently use designated entrances and exits (Building 5 and 25, as appropriate) when entering or exiting the building.
- viii. Conducting regular security rounds to monitor and ensure compliance with parking regulations within the loading dock area.
- ix. Exercising stringent control over access to the loading dock, effectively preventing any unauthorized entry, illegal lodging, illegal parking, and dumping.
- x. Managing inventory levels by conducting regular physical counts to ensure accurate stock records.
- xi. Preserving the loading dock's optimal condition through thorough equipment inspections, prompt initiation of repair work orders, and efficient handling of replacements as required.
- xii. Skillfully recording and managing overnight deliveries to maintain efficient inventory tracking and internal operational workflows.

o. Building 80/90 Specialty Care Services Clinic.

This guard is responsible for ensuring the safety of patients, visitors, and staff. All guards assigned to Building 80/90 Specialty Care Services Clinic shall:

- i. Maintaining a fixed position inside of the building 80 and building 90 entrances.
- ii. The Guard should be watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description and without provoking a confrontation, stop to investigate all suspicious persons and activity. (**Race, gender, and religious affiliation are NOT considered suspicious.**) Do not attempt to follow people when it is unwarranted.
- iii. Issue visitor passes.
- iv. Assist with providing masks to patients as needed.
- v. Provide building directions/escorts to clinic location, as needed.
- vi. At the direction of clinic staff, provide support that is limited to the guard's presence as a deterrent or backup to office staff's actions. The guard's actions may include giving directives to take control of a potentially escalating situation, to assess, moderate, or prevent inappropriate behavior through limit setting.
- vii. Providing personal safety escorts for staff to employee parking areas.
- viii. Preserving order and gaining compliance to rules and regulations to ensure the safety of all persons on the premises.
- ix. Respond to other internal and external disasters that impact the clinic buildings.
- x. Document security related incidents and emergencies.

3. Laguna Honda Hospital Security Guard Duties.

a. General Duties All Guards assigned under this Contract shall.

- i. Be present in the key areas – rounding on foot to observe any resident activity.
- ii. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- iii. Approach residents who are gathered in these areas that are engaged in illicit activities.
- iv. If illicit substances, paraphernalia, and/or contraband is witnessed, contact Nursing Operations at 415-994-4684, attempt to confiscate the items without escalating.
- v. When posted at the Pavilion Mezzanine SNF, check-in at the nursing station for a briefing regarding any security matters that need to be addressed.

- vi. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances, including photos as applicable. DO NOT TAKE PHOTOS OF HOSPITAL RESIDENTS.
- vii. Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors.
- viii. Respond to request to provide Security Standby, Security Assist, and Resident Elopement (Code Green) incidents.
- ix. **Security Stand-by.** Guard's assistance is limited to the Guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
- x. **Security Assist.** Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
- xi. The Security Guards are required to work cooperatively with and take direction from the LHH management, DPH Director of Security, San Francisco Police Department ("SFPD") and/or San Francisco Sheriff's Office ("SFSO") personnel in situations when potential or actual threats to persons or property are determined to be present.
- xii. The Security Guard will work under the command of both LHH and SFPD/SFFO until such threats are determined to have subsided. Such threats include, but are not limited to, civil disturbances, natural disasters, and any other City-declared emergencies.

b. Inspection Duties at Hospital Facilities.

- i. Security guards will not be required to operate property and narcotics scanners unless the Sheriff's Office does not have the staffing to perform these duties, and the DPH Director of Security requests Contractor to perform such tasks in writing.
- ii. Security guards assigned at either hospital are required to complete New Employee Orientation, which includes how to respond to hospital emergencies.
- iii. All employees, vendors, and contractors are required to be able to respond, appropriately to actual hospital emergencies, drills, or surveyor questions concerning emergency response plans.
- iv. All Guards assigned under this Contract shall:

(A) For visitors of patients (not including vendors):

- (1)* Inform visitors that personal bags/backpacks/purses are not allowed in the facility. (Visitors will be asked to store items in lockers.)
- (a) Limited Exceptions: Medical devices, medications needed in an emergency (such as epi pens)

- (2) Request to remove jackets, sweaters, scarfs, hats and other bulky clothing items for inspection.
- (3) Request to empty pockets for inspection.
- (4) Use handheld metal detector wand (supplied by San Francisco Sheriff's Office (SFSO)) on the person and do a visual inspection to look for bulges, items in pockets etc.
 - (a) If the wand beeps, proceed to a pat down if the person consents.
 - (b) If the visual inspection suggests bulges, items in pockets, or is inconclusive, proceed to a pat down if the person consents.
- (5) Any items for patients must have contents inspected or Guard shall not allow package/bag in the facility.
- (6) If visitor refuses to comply with any of these requirements or does not consent to pat down, Guard shall not allow visitor to enter the facility.
 - (a) Identified Prohibited Items. Guard shall confiscate and dispose of illegal items (such as weapons or illicit substances pursuant to SFSO procedures; except if person has permit to carry firearm or marijuana in amounts that do not exceed legal requirements)
 - (b) Prohibited contraband. Guard shall inform Visitor that prohibited items will not be allowed inside the facility, and they will be given an opportunity to leave with the item to leave it in their car, or return without the item, but the person will be subject to a new screening.

(B) For Patients:

- (1) Request to remove jackets, sweaters, scarfs, hats and other bulky clothing items for inspection.
- (2) Request to empty pockets for inspection.
- (3) Use handheld metal detector wand on the person and do a visual inspection to look for bulges, items in pockets etc.
 - (a) If the wand beeps, proceed to a pat down if the person consents.
 - (b) If the visual inspection suggests bulges, items in pockets, or is inconclusive, proceed to a pat down if the person consents.
- (4) All bags/purses/backpacks/packages etc. must have contents inspected or Guard shall not allow package/bag in the facility.
- (5) If patient refuses to comply with any of these requirements or does not consent at a pat down, Guard shall not allow patient to enter the facility and shall tell patient that they can return when they are ready to proceed with the screening.
- (6) If patient continues to refuse to allow property to be searched,

- (a) Guard may offer patient the option to have clinical staff perform the manual search of the property
- (b) If patient still refuses, Guard shall inform patient that the bag/package cannot be brought into the facility.

c. Universal Precautions.

All guards will use Personal Protection Equipment (PPE) to minimize risk for exposure. The City will provide the guard with personal protective equipment.

d. Chain of Custody Protocol.

- i. Whenever security personnel come into possession of illicit substances, paraphernalia, the contraband will be treated as follows:

(A) **Illicit substances witnessed being used.** If illicit substances, paraphernalia, and/or contraband is witnessed being used, contact Nursing Operations or designated nursing staff to confiscate the items. Using appropriate personal protection equipment, guard shall place confiscated contraband in an appropriate envelope and sealed in the presence of another guard with both placing their initials across the seal.

(B) **Illicit substances found on premise.** If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, the security guard will confiscate the item(s), store the items in a container, and contact the security shift supervisor who will follow a chain-of-custody protocol when taking possession of the item, and notifying the hospital nursing staff.

- i. The on-site Supervisor shall notify the hospital nursing staff to receive further instructions.
- ii. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances.
- iii. If transported to another location on LHH campus, guard shall secure the envelope containing contraband in a container before transporting it.
- iv. Guard shall contact the Sheriff's Office to take possession of the contraband and process it for destruction.
- v. Upon first discovering or receiving the property, guard shall prepare a detailed security incident report. All other guards involved shall complete supplemental reports.

e. Serenity Park Guard.

This guard is responsible for the park surroundings. All guards assigned to Serenity Park shall:

- i. Look out for and search the grounds for illicit substances, paraphernalia, and/or contraband stashed on the park Premises. If illicit substances,

paraphernalia, and/or contraband is found, using a grabber tool, confiscate the items, store the items in a container, and contact the on-site Supervisor.

- ii. Observe any resident activity.
- iii. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- iv. Approach residents who are gathered in these areas to monitor activities.
- v. Illicit substances witnessed being used. If illicit substances, paraphernalia, and/or contraband is witnessed being used, contact Nursing Operations or designated nursing staff to confiscate the items. Using appropriate personal protection equipment, guard shall place confiscated contraband in an appropriate envelope and sealed in the presence of another guard with both placing their initials across the seal.
- vi. Illicit substances found on premise. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, the security guard will confiscate the item(s), store the items in a container, and contact the security shift supervisor who will follow a chain-of-custody protocol when taking possession of the item, and notifying the hospital nursing staff.
- vii. Respond to security emergencies within the patrol location
- viii. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- ix. Security Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors.
- x. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xi. Verbally de-escalate any risk behavior, and follow response protocol, including calling the Sheriff's Office for incidents that require physical intervention.
- xii. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- xiii. Without provoking a confrontation, stop to investigate all suspicious persons and activity. Race, gender, and religious affiliation are NOT considered suspicious. Do not attempt to follow people when it is unwarranted.
- xiv. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
- xv. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

f. Front Lobby/Horseshoe Guard.

This guard is responsible for the front of the hospital's exterior, including the entire roundabout and surrounding areas. All guards assigned to the Front Lobby/Horseshoe shall:

- i. Look out for and search for illicit substances, paraphernalia, and/or contraband stashed on the hospital exterior and horseshoe area. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, confiscate the items, store the item(s) in a container, and contact the on-site Supervisor.
- ii. Observe any resident activity.
- iii. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- iv. Approach residents who are gathered in these areas to monitor activities.
- v. Illicit substances witnessed being used. If illicit substances, paraphernalia, and/or contraband is witnessed being used, contact Nursing Operations or designated nursing staff to confiscate the items. Using appropriate personal protection equipment, guard shall place confiscated contraband in an appropriate envelope and sealed in the presence of another guard with both placing their initials across the seal.
- vi. Illicit substances found on premise. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, the security guard will confiscate the item(s), store the items in a container, and contact the security shift supervisor who will follow a chain-of-custody protocol when taking possession of the item, and notifying the hospital nursing staff.
- vii. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances.
- viii. Respond to security emergencies within the patrol location
- ix. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- x. Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors.
- xi. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xii. Verbally de-escalate any risk behavior, and follow response protocol, including calling the Sheriff's Office for incidents that require physical intervention.
- xiii. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.

- xiv. Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Do not attempt to follow people when it is unwarranted.
- xv. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
- xvi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.
- xvii. Guard stationed at front desk lobby ("Lobby Guard") shall be knowledgeable of the buildings tenants and services provided in order to direct clients and visitors to the right place as required.
- xviii. The Lobby Guard shall maintain a daily log for each shift in accordance with all building policies (sign in and out).
- xix. The Lobby Guard shall monitor security desk consoles (i.e.: access control, alarm systems, CCTV video monitors, etc.).

g. Pavilion Mezzanine SNF Guard.

This guard is responsible for maintaining a moderate fixed position and conducting routine patrols of the SNF Clinical and Acute Room areas. All guards assigned to Pavilion Mezzanine SNF guard shall:

- i. Look out for and search for illicit substances, paraphernalia, and/or contraband stashed on the common areas of the Pavilion Mezzanine SNF. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, confiscate the items, store the item(s) in a container, and contact the on-site Supervisor and the hospital nursing staff.
- ii. Observe any resident activity.
- iii. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- iv. Approach residents who are gathered in these areas to monitor activities.
- v. Illicit substances witnessed being used. If illicit substances, paraphernalia, and/or contraband is witnessed being used, contact Nursing Operations or designated nursing staff to confiscate the items. Using appropriate personal protection equipment, guard shall place confiscated contraband in an appropriate envelope and sealed in the presence of another guard with both placing their initials across the seal.
- vi. Illicit substances found on premise. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, the Security guard will confiscate the item(s), store the items in a container, and contact the security shift supervisor who will follow a chain-of-custody protocol when taking possession of the item, and notifying the hospital nursing staff

- vii. Assistance with taking possession of illicit substances, paraphernalia, and/or contraband is the role of the Sheriff's Office; if requested by the hospital staff, the guard should advise them to contact the deputy.
- viii. When it is determined by an appointed medical professional, or when staff have reasonable cause to believe that an individual presents a danger to them and others, it is expected that the security guard will take an active role in assistance.
 - (A) The first step in the guard's response is to report to the staffing requiring/requesting security support to receive information and instruction regarding the type of support needed i.e., security standby, security assistance, or call the Sheriff's Operations Center at 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
 - (B) Security Stand-by. Guard's assistance is limited to the guard's presence as a deterrent or backup to the hospital staff's actions. guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
 - (C) Security Assist. Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
 - (D) CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.
- ix. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances.
- x. Respond to security emergencies within the patrol location
- xi. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- xii. Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors.
- xiii. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xiv. Verbally de-escalate any risk behavior, and follow response protocol, including calling the Sheriff's Office for incidents that require physical intervention.
- xv. Guards will document in detail all activity in their Daily Activity Report (DAR.)
- xvi. Without provoking a confrontation, stop investigating all suspicious persons and activity. Race, gender, and religious affiliation are NOT considered suspicious. Do not attempt to follow people when it is unwarranted.

- xvii. Radio findings to the shift supervisor or call the Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
- xviii. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

h. Hospital Campus Trails Rover Guard.

This guard is responsible for maintaining a moderate fixed position and conducting routine patrols of the Hospital Campus Trails areas. All guards assigned to Hospital Campus Trails shall:

- i. Two guards (working on opposite sides) will provide patrols of the trails that run throughout the hospital campus.
- ii. The guard will check-in on the 35-QR codes for monitoring exterior patrol activity.
- iii. Observe any resident activity on the trails, through the campus, including the public sidewalk.
- iv. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- v. Approach residents who are gathered in these areas to monitor activities.
- vi. If illicit substances, paraphernalia, and/or contraband is witnessed, contact Nursing Ops at 415-994-4684.
- vii. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances.
- viii. Respond to security emergencies within the patrol location.
- ix. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- x. Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors, including residents attempting to leave the campus.
- xi. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xii. Verbally de-escalate any risk behavior, and follow appropriate response protocol, including calling the Sheriff's Office for incidents that require physical intervention.
- xiii. Guards will communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- xiv. Guards will document in detail all activity on their Daily Activity Report (DAR.)

- xv. Without provoking a confrontation, stop investigating all suspicious persons and activity. Race, gender, and religious affiliation are NOT considered suspicious. Do not attempt to follow people when it is unwarranted.
- xvi. Radio findings to the shift supervisor or call the Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
- xvii. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

4. Community Clinic Sites Security Guard Duties

a. **General Duties** All Guards assigned under this Contract shall:

- i. Be present in the key areas building entrances to provide greeting, screening, and navigation services;
- ii. Document security related incidents and emergencies regarding activity, communications, and actual or suspicious activity. **DO NOT TAKE PHOTOS OF HOSPITAL EMPLOYEES, PATIENTS or VISITORS;**
- iii. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors;
- iv. Respond to request to provide Security Standby or Security Assist;
 - (A) **Security Standby.** Security guard's assistance is limited to the guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to de-escalate a potentially escalating situation through limit setting.
 - (B) **Security Assist.** Security guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, control, moderate, or prevent the inappropriate behavior of an individual.
 - (C) **CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.**
- v. Report to their shifts on time and be there for the entire duration of the shift;
- vi. Investigate unusual or suspicious activity;
- vii. Guard the Premises against fire, theft, damage and trespass;
- viii. Protect safety of persons on sites;
- ix. Keep peace and order at all times, both inside the Premises and where people are gathered in entry doorways and on sidewalks;
- x. At all times, be polite, alert, welcoming, courteous, respectful, and responsive to visitors and staff;
- xi. Be visible to the public, alert, and attentive at all times while on duty;

- xii. Not be engaged in or conduct any personal business or business outside those described in this contract at any time while assigned to perform Services, except during authorized breaks;
- xiii. Not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to guard duties, except during authorized breaks; and
- xiv. Not be distracted from their duties by music, newspapers, televisions, personal cell phones, electronic tablets, or anything unrelated to their duties. Guards cannot be asleep, or otherwise inattentive.
- xv. Be present in the key areas – rounding on foot to observe onsite activities; rounding will include looking out for and searching for illicit substances, paraphernalia, and/or contraband that may be stashed in the patrol area.
- xvi. Remind onsite patients, residents, and visitors of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- xvii. Approach patients, residents, and visitors who are gathered in these areas to monitor activities.
- xviii. Use Personal Protection Equipment (PPE) to minimize risk for exposure. The access control staff will provide the guard with personal protective equipment.

b. Opening & Closing Responsibilities.

- i. Unlock and open the clinic or assigned work area at the start of the day.
- ii. Conduct a final round of the building and external perimeter, ensure all windows and external doors are locked, and activate the security alarm system.

c. Security and Safety Duties.

- i. Maintain calm but authoritative body language.
- ii. Remain aware of surroundings and monitor for security breaches, unusual activities, or potential threats.
- iii. Identify patterns, trends, and suspicious behaviors, assessing situations and responding quickly to de-escalate confrontational incidents.

d. Interaction with Patients and Staff.

- i. Greet patients and provide navigation assistance within the clinic.
- ii. Communicate effectively with staff, patients, and visitors in English.
- iii. Maintain a professional, service-oriented demeanor when interacting with others.

e. **Response to Escalating Behavior.**

- i. **Security Stand-by.** Guard's assistance is limited to the guard's presence as a deterrent or backup to the hospital staff's actions. guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
- ii. **Security Assist.** Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.

f. **Compliance with Security Protocols.**

- i. Follow all City security policies, including notifying San Francisco Police Department (SFPD) or San Francisco Sheriff's Office (SFSO) when necessary.
- ii. Cooperate with and take direction from clinic leadership, the DPH Director of Security, and law enforcement personnel regarding threats to persons or property.

g. **On-Site Availability & Communication.**

- i. Remain on-site and accessible to clinic management at all times.
- ii. Respond promptly to clinic managers' requests for security assistance.
- iii. Carry and use communication devices (cell phones or pagers) as provided.

h. **Training & Professional Standards.**

- i. Undergo initial and ongoing training in trauma-informed care, harm reduction, customer service, de-escalation, and physical safety techniques (e.g., holds, escapes).
- ii. Adhere to DPH facility rules regarding the use of communication and technology devices. No audio/video recording or picture-taking is permitted unless explicitly authorized.
- iii. Maintain a professional and respectful approach in all interactions with staff and patients.

i. **Incident Reporting & Documentation.**

- i. Maintain a daily sign-in/out log, including breaks and lunch periods, for review by clinic management.
- ii. Complete and submit incident reports within 24 hours for any security or safety issues.
- iii. Maintain up-to-date personnel files with valid identification, training logs, performance evaluations, and incident reports.

5. Security Guard Duties for All Locations

a. **Reporting.** All Guards assigned to this contract shall:

- i. Sign timecards shall be signed at each check in and check out.
- ii. Log all arrival and departure shifts, including breaks of any kind.
- iii. Monitor the complaint logbook.
- iv. Create Incident Reports.

(A) **Reportable Incidents.** All Guards shall write Incident Reports in any of the following circumstances, including but not limited to:

- (1) Guard is required to make any physical contact with a member or members of the public, City staff or other Guards;
- (2) Guard is required to intervene between any two or more persons including other Guards;
- (3) Guard witnesses any crime or suspected crime, including assault;
- (4) Guard witnesses any incident in which there is a potential injury whether or not medical attention is immediately required, or in which loss or damage to public or private property occurs;
- (5) Guard observes hazardous conditions;
- (6) Guard is required to give direction or order to a tenant or public and the tenant or public protest or express their unwillingness to comply;
- (7) Guard observes persons attempting to gain unauthorized entry;
- (8) Guard discovers any unlocked doors or any activated alarms, false or otherwise;
- (9) Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers; and
- (10) Guard observes suspicious or unusual activities.

(B) **Reports to the DPH Director of Security.** All Guards shall provide the Incident Reports to the DPH Director of Security any of the following incidents:

- (1) Guard observes any unusual incidents or hazardous conditions; and/or
- (2) Contractor must notify DPH Director of Security of any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors, tenants, or property; or any other circumstances requiring immediate notification to DPH Director of Security or appropriate local authorities.

- (3) Race, gender, and religious affiliation are NOT considered suspicious.
- (C) **Reports to the SFPD.** All Guards shall report to the SFPD any of the following incidents:
 - (1) Guard observes any unusual incidents or hazardous conditions; and/or
 - (2) Guard observes any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors, tenants, or property; or any other circumstances requiring immediate notification to City or appropriate local authorities that is of a criminal nature.
 - (3) Race, gender, and religious affiliation are NOT considered suspicious.
- (D) **Submission.** All Guards shall submit incident reports by the end of shifts, during which said incidents occur, by each and every Guard involved. City is not required to pay for services until all outstanding Incident Reports for the month have been satisfactorily submitted to the DPH Director of Security. All Incident Reports are to be submitted by email to:

ATTN: Basil A. Price

City and County of San Francisco

Director of Security, Department of Health

1001 Potrero Avenue

San Francisco, CA 94110

basil.price@sfdph.org

b. Keys.

- i. All guards shall be responsible for all building and systems keys in possession and shall account for their whereabouts at all times.
- ii. All guards shall not loan keys to anyone for any reason.
- iii. If keys are lost or stolen, Contractor shall immediately notify DPH Director of Security so that appropriate action can be taken to safeguard the Premises.
- iv. Contractor shall be responsible for the cost of replacement of lost, stolen or damaged keys.

c. Emergency Duties.

- i. All guards shall quickly respond when an emergency occurs or when the panic button is sounded to again establish peace and order.
- ii. All guards shall, at all times, be knowledgeable about the following:

- (A) Emergency response and emergency client telephone numbers;
 - (B) Emergency fire procedures including the layout of the property;
 - (C) Procedures and protocols for responding to medical emergencies, lost children, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies; and
 - (D) Facility patrol procedures.
- iii. All guards shall provide a written Emergency Report to the DPH Director of Security or designated representative within forty-eight (48) hours of the incident.

d. **As-Needed Duties.**

All Guards shall perform additional duties that DPH Director of Security and Contractor may agree upon from time to time.

e. **Right to Question Guards.**

The DPH Director of Security at any time they deem it necessary has the right to question the security guard on duty to ensure that they are knowledgeable of the building's services and duties.

6. **Supervisors**

Supervisor responsibilities include, but are not limited to, the following:

a. **General Duties All Supervisors shall:**

- i. Plan, assign, direct, and ensure proper execution of guard assigned duties;
- ii. Instruct security guards as to their daily duties. Such duties shall not be in conflict with those of the DPH Director of Security;
- iii. Supervise all guards during all shifts and ensure that they are patrolling areas as assigned. Contractor shall be able to inform City of the guards on shift and their location at any time. Contractor shall require and ensure that all guards adhere to rules provided in writing by Facility Management to the Contractor;
- iv. Prior to the change of every shift, ensure the readiness of guards to be posted, including staffing availability, proper uniform requirements, and proper equipment needed to carry out guard duties and responsibilities;
- v. Address complaints and resolve problems;
- vi. Conduct regular inspections to ensure guards' compliance with assigned duties, Contractor policies, and City policies; and
- vii. Sign Timecards at the end of each shift to certify the accuracy thereof.
- viii. Implement and oversee the security operation during their scheduled shift.
- ix. Direct and supervise all guard activity
- x. Review all security incident reports

- xi. Provides copies of security incident reports to the DPH Director of Security.
- xii. Interface with hospital administrators, managers, and supervisors as required
- xiii. Respond to all security related emergencies and coordinate communications with hospital administration, the ABA Security Account Manager, and DPH Director of Security
- xiv. Security Assist. Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
- xv. Assume an active role to ensure that assigned guards are professional, engaged in their duties, including not on cell phones other non-work-related reading material.
- xvi. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xvii. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- xviii. Provide break reliefs to all assigned security staff.

b. Training and Orientation.

All Supervisors shall train new guards and orient guards to new posts and assignments, including all security companies in succession.

c. City Liaison.

All Supervisors shall be available at all times during assigned shifts to respond to City requests, including receiving and implementing orders or special instructions.

d. Coordinate with Security Liaison Officer.

All Supervisors shall communicate all changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations to all on-duty personnel, including designated staff of DPH Director of Security, and the Security Liaison Officer.

e. Records and Reports.

All Supervisors shall:

- i. Maintain regular, accurate, and consistent attendance records; and
- ii. Review all reports for accuracy and completeness.

f. As-Needed Meetings.

Supervisor(s) shall meet with the DPH Director of Security on an as-needed basis to discuss the progress of the Contract and address ongoing issues and concerns.

These meetings shall be at no cost to the City and at a mutually agreed time and place.

7. **Other Staff**

a. **Account Manager.**

The Account Manager shall manage DPH's account and handle all administrative concerns including but not limited to provision of invoices, Reports, Records, employee certifications, organizational policies and procedures, and Contract revisions. The Account Manager shall report directly to the DPH Director of Security, and shall have the authority to request personnel replacement, including reassigning Contractor's employees without prior approval of higher authority. The Account Manager must be available to participate in meetings with DPH, and security audits and evaluations of DPH sites, practices, and procedures when requested.

b. **Security Liaison Officer.**

The Security Liaison Officer shall meet with the City on a regular basis, acting as the main field liaison for the DPH Director of Security and designees, supervising all Field Services Supervisors, ensuring quality service delivery at all City Sites, conducting client satisfaction surveys, and developing security solutions and enhancements. The Security Liaison Officer shall have the authority to replace or reassign Contractor's employees without prior approval of higher authority. The Security Liaison Officer must first be approved by the City prior to assignment and shall report directly to DPH Director of Security and designees.

c. **Hours.**

The Security Liaison Officer and their designee shall be on call 24 hours per day, seven days per week.

d. **As-Needed Meetings.**

The Security Liaison Officer shall meet with the DPH Director of Security on an as needed basis to discuss the progress of the Contract and address ongoing issues and concerns. These meetings shall be at no cost to the City and at a mutually agreed time and place.

e. **Administrative Support.**

Administrative support includes, but is not limited to preparing reports, maintaining Records (paper and/or electronic), compiling statistics, preparing monthly invoices, and providing information as requested by DPH.

f. **Central Communications Center.**

Operationally, Contractor shall establish a centralized dispatch and two-way radio communications network. The Central Communications Center shall field calls, remedy problems, and direct all service issues and requests from DPH to appropriate staff of the Contractor for resolution. The Central Communications Center must be able to establish communications between field staff and DPH within ten (10) minutes of initial DPH contact.

8. **Employee Records**

Contractor shall keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, training, testing, timesheets, payroll, and termination.

a. **Storage.**

- i. Contractor shall maintain timecards at the Premises until the end of each December.
- ii. At all times, Contractor shall store records and payroll records for employees' time for which the City is charged: (a) electronically and made available upon request; or (b) maintain records and payroll records for employees' time for which the City is charged within 100 miles of San Francisco.

b. **Audit.**

All such records will be made available for audit and re audit for the entire term of the Contract and for two years after the period of the contract.

9. **Electronic Watchclock Guard Tour Reporting System**

No later than 30 business days prior to the contract start date, Contractor shall provide Facility Manager with a description of the electronic watchclock guard tour reporting system or equivalent tracking/checkpoint system Contractor will be using for this contract for review and approval. Failure to provide a description of the electronic watchclock guard tour reporting system or equivalent tracking/checkpoint system will result in the assessment of the Contractor's performance metrics. All guard tours shall utilize an electronic watchclock guard tour reporting system. The Contractor shall provide, install and maintain their electronic reporting system at the Contractor's sole cost and expense. Lost cards/wands/probes/memory buttons are the responsibility of the Contractor to replace. System components are the property of the Contractor and shall be installed at the start of the contract term and removed by the Contractor upon termination or expiration of the contract term. **The Electronic Watchclock Guard Tour Reporting System requirement is separate and distinct from the**

Daily and Incident Reports requirements detailed in Section D.5.a Reporting, above.

a. System Requirements.

The electronic watchlock guard tour reporting system shall include two portable electronic collection devices and approximately 20 data transfer devices utilizing bar code location strips/buttons or magnetic coded data location strips/buttons.

The location strips/buttons will be placed at locations to be designated by the Facility Manager. The Facility Manager reserves the right to request repositioning of the electronic data transfer devices periodically (maximum every 3 months) in order to avoid a routine that will be noticed by perpetrators. The relocation of the devices will be designated by the Facility Manager. Bidder may propose alternative system that does not include portable electronic collection devices, provided the system has the same functionality as otherwise required in this Scope of Services. City reserves the right to inspect the proposed watchlock system and the right to reject any systems.

b. Description Requirements.

Content to be included in the description includes, but is not limited to:

- i. A listing of all equipment to be used;
- ii. A description of the tracking system, including, but not limited to what the system tracks, how the system tracks information, and frequency of tracking; and
- iii. A timeline of when any equipment would be installed.

c. Facility Manager Review.

The Facility Manager will be able to view data collected by the electronic watchlock guard tour reporting system at any time, 24 hours a day. The Contractor shall deliver a copy of the previous day's watchlock guard tour report to the Facility Manager at the start of every weekday/non-holiday workday. All watchlock guard reports may be emailed or electronically transferred to a compatible City computer.

E. Staffing Qualification and Certifications:

1. Guard Requirements.

Contractor shall provide guards who are qualified, trained, tested, and uniformed as required in this Section for all shifts as directed by the DPH Director of Security or designated representative.

a. Qualifications.

i. Qualifications List.

The following qualifications shall apply to and be required of every guard:

1. **Education.** All Guards shall possess a high school diploma or a General Equivalency Diploma (“GED”) equivalent. Having some college education is preferred; and
2. **English Proficiency.** Have the ability to speak, read, and understand English at a proficiency level. Guards shall be able to communicate in English verbally and in writing. All Guards shall have the ability to speak, read, understand, and properly use documents written in English at a proficiency level. For example, duties will include the composition of various reports, both in writing and verbally; and
3. **Years’ Experience** as evidenced by five years continuous Bureau of Security and Investigative Services (BSIS) licensure or equivalence, subject to approval by SFDPH Director of Security; and
4. **Skills.** All Guards must have resumes demonstrating their experience and capability to manage high-risk and demanding security assignments. Their expertise should include advanced verbal and physical intervention skills to address risk-related behavior, along with specialized knowledge in areas such as emergency response in healthcare settings.

ii. **Unqualified Guards.**

Any guard who fails to meet any of the qualifications detailed in this Section shall be considered unfit and removed and replaced by the Contractor at no additional cost to the City.

iii. **Proof of Qualifications.**

1. **Pre-Employment Proof of Qualifications.** No later than 10 business days prior to the Contract start date, the Contractor shall furnish the DPH Director of Security, or designated representative with (1) a copy of the application for employment of all Guards or the resume of all Guards indicating guard’s education level; and (2) a copy of a driver’s license or other identification providing a date of birth to show Guards are 21 years old or older for all Guards.
2. Contractor must provide proof of Qualifications as required for all newly assigned Guards, 48 hours prior to their first shift, in accordance with Section 4.3.A.1.a Qualifications List, above. Additionally, Contractor shall provide evidence that each guard has been registered with the Bureau of Security and Investigative Services (BSIS) for five years, or possesses equivalent experience, subject to the approval of the SFDPH Director of Security, prior to assignment under this Contract.
3. **As-Needed Proof.** DPH Director of Security or designated representative(s) may require proof of such qualifications at any time from either the employee or the Contractor. No later than 10 business

days after a request is made for qualifications, Contractor shall provide as-needed proof of such qualifications.

iv. **Records.**

Contractor shall keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, timesheets, payroll, and termination. City reserves the right to inspect the records pertaining to guards' qualifications. Contractor shall provide records relating to guards' qualifications to the DPH Director of Security if requested.

b. **Training.**

Contractor shall establish, implement, and execute a training program as approved by the DPH Director of Security in accordance with the requirements below.

i. **Training Requirements.**

1. **Security Guard Training.** Before being assigned to the Facility, all security guards must complete all required trainings, including New Employee Orientation and Site-Specific Training.

(A) **New Employee Orientation.** At the time of issuing this solicitation, New Employee Orientation is 32 hours at Zuckerberg San Francisco General Hospital (ZSFGH) and 40 hours at Laguna Honda Hospital (LHH). The City may increase these required hours as needed. Any training, including New Employee Orientation, is not paid for by the City.

(B) **Site-Specific Training.** In addition to orientation, all new Security Guards must complete 8 hours of Site-Specific Training. This training familiarizes them with the Premises and their specific duties. During this period, the guard will shadow an experienced guard and cannot be the primary guard assigned to the Premises until the training is completed. **This training time is also not paid for by the City.** This training shall include at a minimum the following topics:

- (1) Site specific operations protocols and building procedures
- (2) Tenant base and services to the public
- (3) Points of entry, locations of egress/ingress
- (4) Securing the Premises, exterior and interior doors, garage gate; and
- (5) Security system usage

2. **As-Needed Refresher Training.** Contractor shall provide refresher training to its staff upon request by the DPH Director of Security. Refresher training shall be meant to ensure that Guards are proficient at their duties. Training topics for refresher training sessions shall be

selected by the DPH Director of Security. Refresher Training shall consist of at least two (2) hours of training for each request.

ii. **Guards Who Do Not Pass Required Training.**

All security guards must successfully pass required pre-employment and ongoing training, in accordance with Section 4.3.A.2.a. Training Requirements, above. Any security guard that does not meet the training requirements detailed in Section 4.3.A.2.a. Training Requirements, above, is unfit to provide services under the Contract. Should any guard be found unqualified for the position to which they are assigned, they will be removed and replaced immediately by the Contractor at no additional cost to the City.

iii. **Proof of Training.**

Training shall be arranged by the Contractor and at the Contractor's expense. Contractor shall provide training material, test results, completion certification and affidavits to the City for review before an employee is approved by the City to provide services under this contract.

1. **Proof of Pre-Employment Training.**

(A) Proof of Training for Guards assigned at the Contract start date.

(1) **No later than 10 business days prior to the Contract start date**, Contractor shall provide proof of pre-employment training as under Section 4.3.A.2.a. Training Requirements, above, for all guards. Proof of training shall include but not be limited to sign in sheets, invoices and receipts for courses taken, site specific training affidavits, and certificates received.

(2) **Guard Affidavit. No later than 10 business days prior to the Contract start date**, Contractor shall provide an affidavit of training signed by both the Contractor and guard, for each guard, certifying that the required training under Section 4.3.A.2.a. Training Requirements, above has been completed. Falsified affidavits are grounds for immediate removal and replacement of Contractor's employee and immediate termination of the Contract. Contractor shall verify the truth and accuracy of each affidavit. Failure to verify training affidavits is a material breach of the Contract.

2. Proof of Training for Newly Assigned Guards.

(A) Contractor shall provide proof of training as required herein for all newly assigned Guards, 48 hours prior to their first shift in accordance with Section 4.3.A.2.a. Training Requirements, above.

(B) **Guard Affidavit. No later than 10 business days prior to the Contract start date**, Contractor shall provide an affidavit of training signed by both the Contractor and guard, for each new

guard , certifying that the required training under Section 4.3.A.2.a. Training Requirements, above has been completed. Falsified affidavits are grounds for immediate removal and replacement of Contractor's employee and immediate termination of the Contract. Contractor shall verify the truth and accuracy of each affidavit. Failure to verify training affidavits is a material breach of the Contract.

3. **As-Needed Refresher Training.** Contractor shall provide proof of as-needed refresher training as required under Section 4.3.A.2.a. Training Requirements, above, for all guards. Training shall be provided to newly assigned security Guards, prior to their assignment to work under the Contract. No later 10 business days after request of as-needed refresher training, Contractor shall provide proof of as-needed refresher training.

iv. **Records.**

Contractor must keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, training, testing, timesheets, payroll, and termination. Contractor shall keep accurate and up to date records of training attendance and certificates of completion, which must be made available for review by DPH at any time. DPH reserves the right to attend and observe a training course/class/session provided to guards. The DPH Director of Security or designated representative(s) may require proof of such qualifications at any time from either the employee or the Contractor. The City reserves the right to inspect the Training results. Contractor shall provide reports to the DPH Director of Security if requested.

c. **Uniforms.**

All guards, including the Supervisors, shall be properly uniformed. Contractor shall provide at least two sets of uniform to each guard at the Contractor's expense at the start of hire and another 2-3 sets after the first 30 days of site assignment. All Guards shall wear the same identical uniform and be required to wear a numbered badge and name tag. All Guards shall maintain a neat, orderly and presentable appearance at all times.

i. **Requirements.**

1. **Uniform Requirements.** Contractor shall provide all Guards with a police/military style uniform, with proper alternations, in the following colors and pieces:
 - (A) Uniform shoes/boots will be black in color and plain toe;
 - (B) Uniform black pants;
 - (C) Uniform white button up Shirt (Not a t-shirt);
 - (D) Uniform black tie; and

(E) Uniform black security guard jackets with the word “Security” printed on the back and upper arms.

2. **Equipment Requirements.** Contractor shall provide all guards with a key holder, flashlight, and a cell phone for use while performing security services at each facility. On-Site Guards shall be accessible by cell phone and a radio. Contractor shall provide 2-way radios for security staff and issue radios to reception staff to call for assistance.

ii. **Proposed Uniform Design.**

No later than 10 business days prior to the Contract start date, Contractor shall submit proposed guard uniform design.

iii. **Cell Phone Number and Set Up.**

No later than 5 days prior to the Contract start date, Contractor shall submit the cell phone number and set up the cell phone in order to perform the requirements listed in Section 4.3.A.3.a.ii. Equipment Requirements, above.

d. **Unfit Guards.**

Any security guard that does not meet any of the qualifications detailed in this section is unfit to provide services under the Contract. Should any employee be found unqualified for the position to which he/she is assigned, he/she will be removed and replaced immediately by the Contractor at no additional cost to the City. The City considers any condition which renders the guard incapable of or unfit for performing their duties unacceptable. These include, but are not limited to sleeping on duty, tardiness, abandoning post or assignment, theft, being under the influence of illegal drugs or alcohol, or having any detectable amount of illegal drugs in the bloodstream. The burden of proving that a security guard is qualified and in compliance with the Contract shall rest on the Contractor and the ultimate decision shall belong to the City.

F. Regulatory and Compliance Requirements:

1. **Additional Services.**

If, in the satisfaction of governmental interests it is necessary to purchase additional Services from Contractor, additional Services may be added to Contracts by mutual agreement of the Parties in accordance with Chapter 21 of the San Francisco Administrative Code.

2. **Regulatory Requirements.**

a. **Bureau of Security & Investigative Services (“BSIS”) Business Registration.** Contractor shall keep license with BSIS in good standing throughout duration of Contract. BSIS requirement specifically applies to a California PPO license. Licensure or experience from another U.S. state cannot be used to fulfill this requirement.

b. **Bureau of Security & Investigative Services (“BSIS”) Guard Registration.** Contractor shall ensure all guards providing services keep licenses in good standing throughout duration of Contract. Contractor shall immediately remove guard from premises upon

notice of lapse in BSIS Registration and replace with another qualified guard whose BSIS License was acquired prior to January 1, 2022. Contractor shall not re-instate any guard removed for lapse in BSIS Registration until guard's BSIS Guard Registration is in good standing.

3. Other Requirements.

a. Hours of Operation.

Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the Contract, and be open at all times during that period.

b. Infectious Disease Terms.

Contractors required to perform physical activities on City property that places Contractor or its employees in proximity to medical patients, including but not limited to San Francisco Department of Public Health facilities where patient care or counseling is performed, shall be subject to the following requirements, as applicable:

i. Infection Control, Health and Safety.

- (A) 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.
- (B) 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.
- (C) 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.
- (D) Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.
- (E) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- (F) 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.

- (G) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (H) Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.
- (I) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

ii. **Aerosol Transmissible Disease Program, Health and Safety.**

- (A) 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.
- (B) 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.
- (C) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (D) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.
- (E) If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.

4. **Criminal Background Check Program.**

The Contractor shall establish, implement, and execute a Criminal Records check program as approved by the Facility Manager, conducted in compliance with San Francisco Administrative Code Chapter 12T Fair Chance Ordinance.

a. **Check Program Requirements.**

- i. The Contractor shall utilize a third-party administrator to conduct Criminal Background Checks.

- ii. The Check Program must identify possession of a prohibited conviction or status.
- iii. The Check Program must identify Directly-Related Convictions, as defined by the San Francisco Administrative Code Chapter 12T, including:
 - (1) Felony or serious misdemeanor convictions(s) during the last five years.
 - (2) A serious misdemeanor conviction, including crimes involving moral turpitude.
 - (3) Unresolved arrests involving substantial and/or repetitive pattern of criminal conduct.

b. Guards Who Fail Criminal Background Checks.

Subject to San Francisco Administrative Code Chapter 12T, the following will be considered Directly-Related Convictions and shall disqualify any guard:

- i. Felony or serious misdemeanor convictions(s) during the last five years.
- ii. A serious misdemeanor conviction, including crimes involving moral turpitude.
- iii. Unresolved arrests involving substantial and/or repetitive pattern of criminal conduct.

c. Check Program Description.

No later than 10 business days prior to the contract start date, Contractor shall provide a description of its Criminal Background Check Program, that complies with the requirements detailed in Section 4.4.D.1. Check Program Requirements, above. The Check Program description will include the following, at a minimum:

- i. A policy explaining the various testing requirements, including procedures and consequences for those employees who have a prohibited conviction or status;
- ii. the name of the third-party administrator that Contractor uses to perform these checks;
- iii. The policy must be distributed to all of the Contractor’s employees who provide guard Services; and
- iv. Training of all employees subject to the Criminal Records check Policy.

d. Proof of Criminal Background Checks.

Contractor shall provide the Facility Manager with proof of Criminal Background Checks. All checks and re-checks shall be arranged by the Contractor and done at no additional charge to the City for the duration of this Contract and any extensions issued thereafter.

- i. **Pre-Employment Checks.** Subject to San Francisco Administrative Code Chapter 12T, Contractor shall conduct pre-employment Criminal Records checks for all guards.
 - (1) No later than 10 business days prior to the contract start date, Contractor shall provide proof and results of Criminal Background Checks for all Guards assigned to work under this Contract, in accordance with Section 4.4.D.1. Check Program Requirements, above.
 - (2) Contractor must provide proof of Criminal Background Checks as required under this Contract, in accordance with Section 4.4.D.1. Check Program Requirements, above, for all newly assigned guards, 48 hours prior to their first shift, in accordance with Section 4.4.D.1. Check Program Requirements, above.

- ii. **Annual Checks.** Contractor shall conduct Criminal Records checks for all guards, on every anniversary date of the Contract execution. Contractor shall provide proof of annual Criminal Background Checks as required herein for all assigned guards, in accordance with Section 4.4.D.1. Check Program Requirements, above.
- iii. **Records.** Contractor shall keep and provide the City with access to accurate and updated Records pertaining to personnel, including, but not limited to background checks. The City reserves the right to inspect the Criminal Background Check results. Contractor shall provide reports to the Facility Manager if requested.

5. Drug and Alcohol Testing Program.

Contractor shall establish, implement, and execute a drug and alcohol testing program as approved by the Facility Manager, that complies with the San Francisco Police Code Section 3300A.5, and produce any documentation necessary to establish its compliance with Section 33000A.5.

a. Testing Program Requirements.

- i. Contractor shall utilize an independent and certified third-party entity approved in writing by the Facility Manager to conduct all Drug and Alcohol testing.
- ii. The Contractor shall refer employees who test positive to a Substance Abuse Professional;
- iii. The Contractor shall test, at a minimum:
 - (1) Alcohol use, by means of a breathalyzer test; and
 - (2) Drug use (5 types: cocaine, marijuana, amphetamines, PCP, and opiates), by means of a urine specimen.

b. Guards Who Fail Drug and Alcohol Testing. All guards must successfully pass a pre-employment Drug and Alcohol Testing prior to their assignment to this Contract, in accordance with Section 4.4.E. Drug and Alcohol Testing Program Requirements, above. Contractor shall immediately remove and replace any guard who receives a positive drug or alcohol test result at no additional cost to the City.

c. Drug and Alcohol Testing Program Description. No later than 10 business days prior to the contract start date, Contractor shall provide a description of its Drug and Alcohol Testing Program that complies with the requirements detailed in Section 4.4.E. Drug and Alcohol Testing Program Requirements, above. The Drug and Alcohol Testing Program description should include the following:

- i. A policy explaining Contractor’s Drug and Alcohol Testing Program, the various testing requirements, including procedures and consequences for those employees who test positive;
- ii. The name of the third-party administrator that Contractor uses to perform these tests;
- iii. The policy must be distributed to all of the Contractor's employees who provide guard Services; and
- iv. Training of all employees subject to the Drug and Alcohol Testing Policy. Supervisors who may make reasonable suspicion determinations need additional training on the indicators of probable drug use and alcohol misuse.

- d. **Proof of Drug and Alcohol Testing.** Contractor shall provide the Facility Manager with proof of Drug and Alcohol Testing. All tests and re-tests shall be done at no additional charge to the City for the duration of this Contract and any extensions issued thereafter.
- e. **Pre-Employment Drug and Alcohol Testing Proof.**
 - i. No later than 10 business days prior to the contract start date, Contractor shall conduct pre-employment drug and alcohol tests for all Guards and provide proof and results of Drug and Alcohol Testing for all guards, in accordance with Section 4.4.E. Drug and Alcohol Program Testing Requirements, above.
 - ii. Contractor must provide proof of Drug and Alcohol Testing for all newly assigned guards, 48 hours prior to their first shift, in accordance with Section 4.4.E. Drug and Alcohol Program Testing Requirements, above.
- f. **Reasonable Suspicion Drug and Alcohol Testing.** Contractor shall conduct as-needed drug and alcohol tests, in accordance with Section 4.4.E. Drug and Alcohol Program Testing Requirements, above, for guards, whenever there is reasonable suspicion of drug or alcohol use by a guard and provide proof of Reasonable Suspicion Drug and Alcohol Testing no later than 5 business days after reasonable suspicion arises.
- g. **Records.** Contractor must keep and provide the City with access to accurate and updated Records pertaining to personnel, including, but not limited to Drug and Alcohol Testing, and produce any documentation necessary to establish its compliance with Section 33000A.5. The City reserves the right to inspect Drug and Alcohol Testing results. Contractor shall provide reports to the Facility Manager if requested.
- 6. **Vaccinations.**
 - a. **Laguna Honda Hospital. Security guards are required to be tested for COVID upon the first day, and weekly thereafter. The testing is required by the hospital at no cost to the security supplier of the officer. Testing is done at the Laguna Honda Hospital. Security guards are required to show proof of vaccination before reporting for duty.**

G. Other Requirements

1. 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.

2. **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”.

**Appendix B
Calculation of Charges**

1. Price List

| Labor Category | Regular Hourly Rate | Overtime Hourly Rate | Holiday Hourly Rate |
|------------------------|----------------------------|-----------------------------|----------------------------|
| Unarmed Security Guard | \$42.11 | \$63.17 | \$59.80 |
| Security Supervisor | \$48.32 | \$72.48 | \$68.61 |

2. Work will be compensated on an hourly basis for actual hours worked at the rates allowed by the contract. Contract pricing includes all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor may request monthly payments based on the hours of work completed for the previous month as long as hours worked support the amount requested. No additional compensation will be due by the City unless the contract is modified for additional work requested by the City.
3. Price Adjustment. For the first year of the Agreement term, the pricing shall remain fixed. For the subsequent years, requests for price adjustments under this Agreement must be supported by the U.S. Department of Labor’s most recently published, non-preliminary Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward, California region for the prior 12-month period effective on the anniversary date of the Contract Start Date. Optional years and any associated CPI increase, are at the mutual consent of the City and the Contractor.
4. There are no designated parking spaces, and parking costs are the responsibility of the Contractor.

5. Estimated Annual Cost

Zuckerberg San Francisco General Hospital

| | |
|------------------------|-----------------|
| Unarmed Security Guard | \$ 2,073,664.84 |
| Security Supervisor | \$ 422,123.52 |
| Annual Subtotal | \$ 2,495,788.36 |

Laguna Honda Hospital

| | |
|------------------------|-----------------|
| Unarmed Security Guard | \$ 1,471,491.84 |
| Security Supervisor | \$ 422,123.52 |
| Annual Subtotal | \$ 1,893,615.36 |

Community Clinic Sites

| | |
|------------------------|-----------------|
| Unarmed Security Guard | \$ 1,446,310.06 |
| Annual Subtotal | \$ 1,446,310.06 |

| | |
|----------------------------|-----------------|
| Total All Locations | \$ 5,835,713.78 |
| Contingency | \$ 164,286.22 |
| Annual Subtotal | \$ 6,000,000.00 |

Total Not to Exceed Amount \$ 18,000,000.00