

CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF PUBLIC HEALTH



SOURCING EVENT ID: SFGOV- 0000011781

REQUEST FOR PROPOSALS 10-2026

ON-DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES

ISSUED: June 1, 2026

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SECTION 1 – NOTICE OF REQUEST FOR PROPOSALS

1.1 Request for Proposals:

The San Francisco Department of Public Health (DPH) is soliciting proposals from qualified Proposers to provide on-demand, non-emergency ambulance transportation services. DPH facilities, including Zuckerberg San Francisco General Hospital (ZSFG), Laguna Honda Hospital (LHH), and other DPH units, require reliable access to Basic Life Support (BLS), Advanced Life Support (ALS), and Critical Care Transport (CCT) for patient transfers, discharges, and medically necessary appointments.

DPH seeks qualified Proposers capable of providing timely, safe, and compliant non-emergency transport services that meet all regulatory requirements and operational standards described in this RFP. Proposers must demonstrate sufficient staffing, fleet capacity, clinical expertise, and quality management systems to support the transportation needs of DPH facilities.

1.2 Contract Term:

The anticipated term of the **contract will be a five-year term, with one five-year option to extend at the City's sole, absolute discretion.** The City reserves the right, in its sole and absolute discretion, to modify the anticipated contract term, including but not limited to the length of the initial term and any option periods, if the City determines that such modification is in its best interest.

1.3 Solicitation Schedule:

The following is the schedule for this procurement:

Activity	Time	Date
RFP Published		06/01/2026
Pre-Proposal Conference	1:00PM PT	06/08/2026
Deadline for Questions	5:00PM PT	06/15/2026
Estimated Q&A Addendum Posting		06/22/2026
Deadline to Submit Proposals	2:00PM PT	07/20/2026
Estimated Short-Listing Notification for Interviews		07/27/2026
Estimated Interviews		08/10/2026
Estimated Announcement of Award		08/24/2026
Health Commission Presentation (if applicable)		December 2026
Estimated Start Date		January 1, 2027

1.4 Procurement Officer and Delivery Address:

Lisa Lui

City and County of San Francisco – Department of Public Health – Office of Contract Management and Compliance

101 Grove St., Room 410

San Francisco, CA 94102

Phone: 628-271-7095

Email: lisa.lui@sfdph.org and sfdph.solicitations@sfdph.org

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 Obtaining RFP Documents and Addenda:

- A. RFP documents including Addenda can be found on the San Francisco City Partner site at:
<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>
- B. Proposers will then need to search the **Sourcing Event ID** listed above for all related documents. It is the Proposers responsibility to check the San Francisco City Partner site regularly to stay current on the documents that are available as this is the primary communication site for this RFP.
- C. The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco City Partner site. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, and updates, which may be posted to the subject Solicitation.
- D. THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

2.2 Submission of Proposals:

- A. How to Register as a City Supplier

The following requirements pertain only to Bidders **not** currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at the San Francisco City Partner site:

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

Step 2: Follow the [step-by-step instructions](#) on SF.gov for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the City Partner site. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

1. **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
 2. **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd.
- B. Time and Place for Submission of Proposals
1. Prior to the Proposal submission deadline, Proposers must upload their complete Proposals into the San Francisco City Partner site:
<https://sfcitypartner.sfgov.org/pages/index.aspx>.

2. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Failure to adhere to the above requirements may result in the complete rejection of your Proposal.
3. **Proposers should upload and submit their proposals to the San Francisco City Partner site as early as possible to allow time for any technical issues. The site will automatically close at the submission deadline, and late proposals will not be accepted. Uploading a proposal is not enough—proposers must press "Submit" before the deadline.**
4. Proposals must be received by the due date and time shown in the RFP. Proposals that are submitted by email will NOT be accepted.
5. Proposals must be submitted through the San Francisco City Partner site. However, if the site is not functioning, Proposers must notify the Procurement Officer listed in Section 1.4 (Procurement Officer and Delivery Address) and provide proof of the issue. In such cases, proposals may be delivered in person as a backup. **The deadline for in-person delivery is the same as the deadline for submission via the San Francisco City Partner site.** The City is not responsible for proposals lost or not delivered by your courier of choice. Courier / package tracking is recommended if you use in-person delivery. If delivering by mail or courier, please email a tracking # (if available) or notice of mailing to the Procurement Officer listed in this RFP.

2.3 Request for Clarifications/Questions:

- A. Questions must be submitted by email to the Procurement Officer whose name and contact information listed in Section 1.4 (Procurement Officer and Delivery Address) of this Solicitation no later than E-Questions Due Date. Questions received after this date and time may not be answered.
- B. Only questions that have been resolved by formal written Addenda via the Office of Contract Management and Compliance will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.
- C. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the San Francisco City Partner site:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

2.4 Proposer’s Minimum Requirements:

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc.... to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
MQ1	At the time of proposal submission, Proposer must have at least ten years of continuous experience in providing non-emergency ambulance transportation services to healthcare entities, with preference given to experience in hospitals. Third-party documentation supporting this experience must be included in the proposal. Acceptable third-party documents from current or past customers include Letters of Attestation, contract agreements, and Memoranda of Understanding

	(MOUs). These documents must clearly indicate the service start and end dates.
MQ2	Proposer must hold a valid San Francisco Certificate of Operation and the associated ambulance permits for point-to-point inter-San Francisco transports, in accordance with all applicable local EMS Agency policies and protocols. Acceptable documentation includes a copy of the San Francisco Certificate of Operation and the associated ambulance permits.

2.5 Pre-Proposal Conference:

All Proposers are highly encouraged to attend this conference to learn more about the requirements of this solicitation.

Pre-Proposal Conference	<p>June 8, 2026 at 1:00 PM PT via Microsoft Teams</p> <p>Join by Microsoft Teams Link, copied below for convenience:</p> <p>Microsoft Teams Link</p> <p>Or call in (audio only)</p> <p>+1 415-906-4659,,584084551# United States, San Francisco</p> <p>Phone Conference ID: 584 084 551#</p>
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SECTION 3 – TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

3.1 Local Business Enterprise (LBE) Program Requirements:

A. Contract Monitoring Division (CMD) Compliance Officer

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Seth Benkle

Contract Monitoring Division

City and County of San Francisco

Phone: 650-821-7796

Email: Seth.Benkle@sfgov.org

Website: www.sfgov.org/cmd.

B. Application of LBE Rating Bonuses

LBE Rating Bonuses shall be applicable to each phase of the Solicitation evaluation and selection process, in accordance with the values shown below. For the Purposes of Chapter 14B requirements only, and not the final contract amount in any executed agreement, the “Estimated Contract Value” for each agreement awarded under this RFP is greater than \$400,000 but less than or equal to \$10,000,000.

1. Reserved (Commodities)
2. General and Professional Services

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$20,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer's participation or, for Professional Services, an JV Proposer's participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

3. Professional Services by Joint Ventures

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
Greater than \$20,000 but less than or equal	Equals or exceeds 35%, but less than 40%	5%

to \$10,000,000.	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%

If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.

C. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division under Waiver No. **14BPREDID0002922**.

D. CMD LBE Forms

Although LBE Subcontracting Participation Requirements do not apply to contracts awarded under this Solicitation, any Proposer that is a certified LBE must still complete and submit "Form 2A: CMD Contract Participation Form" (**Attachment E**).

3.2 Form of Contract:

- A. The selected Proposer will be required to enter into a contract substantially in the form presented in the Professional Services Template ("City's Contract Terms"), Attachment J. Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be conformed to reflect any changes made through the solicitation process and will appear in the final Professional Services Contract executed between the parties.
- B. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest scoring Proposer refuses or fails to execute the Contract, or the agreement is terminated, the City may, at its sole discretion, enter in contract with and award the Contract to the second highest scoring Proposer, and so on.

3.3 Responsibility of Proposer:

A. Qualification of Proposers

The selected Proposer must possess all qualifications required for the contract and be capable of performing the work for which the Proposer is being called. If applicable, the successful Proposer and/or Proposer's staff must be properly licensed and/or certified according to the requirements outlined in this Solicitation and remain in good standing for the duration of the contract. Any failure to demonstrate satisfaction of one or more of the requirements, if requested by the City, will be considered sufficient for the disqualification of the Proposer as non-responsive and will entitle the City to terminate negotiations and move to the next highest-scoring Proposer for contract award.

B. Notice of Intent to Award – Required Documentation

After the City issues a Notice of Intent to Award and prior to contract award, the selected Proposer must be registered and in good standing with the government entities listed below and is solely responsible for ensuring that its legal name, including any DBA, is accurate,

consistent, and identical across all registrations, filings, and submitted documents, and exactly matches the legal name provided to the City. Any discrepancies must be corrected, including updating registrations or records as needed, within ten (10) calendar days of the issuance of the Notice of Intent to Award. Failure to demonstrate compliance or begin correcting any discrepancies within the ten (10) calendar day period may result in the Proposer being deemed nonresponsive. **Failure to remain in good standing for the duration of the contract will entitle the City to immediately terminate the contract for default, with no opportunity to cure.**

1. Proposer is in good standing with the California Secretary of State;
2. Proposer is in good standing with the Franchise Tax Board;
3. Proposer is in good standing with the Internal Revenue Service;
4. Proposer (if a non-profit) is in good standing with California Attorney General's Registry of Charitable Trusts per the City's [Policy and Procedures regarding City Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts](#);
5. Office of Foreign Assets Control (OFAC) – applicable to state funded contracts;
6. System for Award Management (SAM) – applicable to federally funded contracts.

3.4 Public Disclosure:

- A. All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.
- B. If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

3.5 Limitation on Communications During Solicitation:

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Procurement Officer whose name appears in this Solicitation. Any attempt to communicate with any party other than the Procurement Officer whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

3.6 Proposal Selection Shall not Imply Acceptance:

The acceptance and/or selection of any Proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further approvals before the City may be legally bound thereby.

3.7 Cybersecurity Risk Assessment:

- A. As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime Proposer or reseller plays an active role in each of these activities, CRA may also be required for the prime Proposer or reseller.
- B. To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:
 - 1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
 - 2. **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.
 - 3. The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

3.8 Solicitation Errors and Omissions:

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

3.9 Objections to Solicitation Terms:

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

3.10 Protest Procedures:

A. Protest of Solicitation Content

Any Proposer who contends that the terms, conditions, or specifications of this Solicitation are unduly restrictive, improperly limit competition, or appear to be written in a manner that favors a particular vendor, may submit a written protest of the Solicitation content. Such protest must be received by the City no later than the deadline for submission of questions as set forth in the Solicitation Schedule. The written protest must clearly identify each allegedly restrictive specification, explain in detail why the specification is deemed restrictive or biased, and include all supporting facts, evidence, and any applicable law, rule, ordinance, or procedure. The protest must be signed by an individual authorized to represent the Proposer. Failure to submit a timely protest will be deemed a waiver of the Proposer's right to challenge the content of the Solicitation.

B. Protest of Non-Responsiveness Determination

Within three business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Protest of Non-Responsible Determination

Within three business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

D. Protest of Contract Award

Within three business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest. Please note that a disagreement with how an individual evaluator scored a proposal does not constitute valid grounds for a protest.

E. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appear in this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

Protests must be delivered to:

Lisa Lui at lisa.lui@sfdph.org, Procurement Officer

and

My Lan Do Nguyen at mylando.nguyen@sfdph.org, Manager of Contractual Pre-Award

If delivering by mail, please email a copy to the individuals listed above and mail the protest to the address below.

Lisa Lui

City and County of San Francisco – Department of Public Health – Office of Contract Management and Compliance

101 Grove St., Room 410

San Francisco, CA 94102

3.11 Proposal Term:

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal Due Date and that the quoted prices are genuine and not

the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period. The City reserves the right to award additional contracts under this Solicitation if additional funding becomes available or programmatic needs change. Such awards may be made to Proposers that submitted proposals in response to this Solicitation, whether or not they were selected for an initial award, provided the Proposers met the Minimum Qualifications and their proposals were determined to be responsive. Any additional awards must occur during the initial contract term identified in Section 1.2 (Contract Term) of this Solicitation (excluding any options to extend) and will be limited to the scope of services, products, and pricing proposed by the Proposers as of the deadline identified in Section 1.3 (Solicitation Schedule) as the "Deadline to Submit Proposals."

3.12 Revision to Proposal:

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

3.13 Proposal Errors and Omissions:

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

3.14 Financial Responsibility:

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

3.15 Proposer's Obligations under the Campaign Reform Ordinance:

- A. If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:
- B. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
- C. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.
- D. This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.
- E. The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract

until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

- F. A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to:

<https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

3.16 Reservations of Rights by the City:

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

3.17 No Waiver:

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

3.18 Investigations:

- A. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
1. Any condition set forth in this Solicitation;
 2. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
 3. Delivery time(s).
- B. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
- C. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
- D. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
- E. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

3.19 Insurance:

Insurance provisions are contained in the City's Contract Terms sample agreement (Attachment J) included in the RFP. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

3.20 Compliance with Law:

Proposer warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

3.21 City Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts:

Nonprofit Proposers are required to review the City's [Policy and Procedures regarding City Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts](#).

To receive a contract under this Solicitation, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

3.22 Licenses, Permits, Fees and Assessments:

Proposer represents and warrants to City that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services requested in this RFP. Proposer represents and warrants to City that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the Contract if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the Work and Services under the Contract if so awarded. Proposer shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the Proposer's performance of the Work and Services required under the Contract if so awarded. Proposer shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

3.23 Right to Accept or Reject Proposals:

The City reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

3.24 Non-Collusion:

The undersigned, by submission of Proposal, hereby declares that the Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

3.25 Signed Proposal and Exceptions:

Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in the RFP, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be requested under the request for clarifications/questions process by the deadline for questions. Any requested changes to the contract will be considered at that time and if changes are allowed, they will be sent out through

an Addendum to all Proposers. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms, or conditions, etc. may only be considered during the early stage of the solicitation process; and shall not be included in the submitted proposals. The City makes no guarantee that any exceptions will be approved but will consider any requests put forward in the request for clarification/question process.

3.26 Green Purchasing Requirements:

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Proposers are encouraged to refer to the Professional Services Template, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

3.27 Protected Health Information and Business Associate Agreement

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

The parties acknowledge that CONTRACTOR will:

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

If applicable, for the purposes of this Agreement, Contractor is a Business Associate of CITY/SFDPH, as defined under HIPAA. Contractor must comply with and complete the following attached documents, incorporated to this Agreement as though fully set forth herein:

- a. Appendix E SFDPH Business Associate Agreement (BAA) (10-01-2025)
2. **NOT do any of the activities listed above in subsection 1;**
Contractor is not a Business Associate of CITY/SFDPH. SFDPH Business Associate Agreement (BAA) (10-01-2025) and attestations are not required for the purposes of this Agreement.

3.28 Protected Health Information

Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify

City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

3.29 Exclusion Lists and Employee Verification

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

3.30 Prevention of Fraud, Waste and Abuse

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

3.31 Participate In SFDPH Performance Improvement Process (PIP) And Monitoring

SFDPH requires vendors to participate in periodic and annual review of the contract deliverables. SFDPH will work with the Contractor to select appropriate measurable data to use as a measure of satisfactory delivery of the service or products. This may include delivering various reports or data periodically to SFDPH.

SECTION 4 – SCOPE OF WORK

4.1 Background:

The San Francisco Department of Public Health (DPH) seeks on-demand, non-emergency ambulance transportation services, including Basic Life Support (BLS), Advanced Life Support (ALS), and Critical Care Transport (CCT), to ensure that patients can be safely transported to or from Zuckerberg San Francisco General Hospital (ZSFG), Laguna Honda Hospital (LHH), or other DPH units for medical treatment or care transitions. Many DPH patients require medically necessary ambulance-level transport and cannot be safely moved by other means. Some patients also lack health coverage or the financial means to pay for ambulance services, leaving them without reliable access to the level of care required for safe movement between facilities. Providing access to medically necessary ambulance transportation supports DPH's commitment to patient care equity and helps ensure that all patients, regardless of insurance status or financial barriers, can receive the appropriate level of care in the right setting.

4.2 Scope of Work:

A. Service Overview

The Contractor shall deliver safe, reliable, and timely non-emergency ground ambulance transportation for patients requiring Basic Life Support (BLS), Advanced Life Support (ALS), or Specialty/Critical Care Transport (CCT). Services include, but are not limited to:

1. Conduct hospital-to-hospital transfers, including higher/lower level of care transfers, specialty services, and diagnostic procedures.
2. Complete hospital discharges to home, post-acute facilities such as Skilled Nursing Facility (SNF), Long Term Acute Care Hospital (LTACH), Intermediate Care Facility (ICF), or other approved destinations.
3. Provide occasional scheduled medical appointment transports requiring ambulance-level clinical support.
4. Comply with all federal, state, and local regulations governing licensure, vehicle standards, and staff credentialing.

B. Requirements and Responsibilities

1. Levels of Care and Staff Requirements

The Contractor shall provide qualified staff for the following levels of care. These requirements represent the minimum staffing and clinical capabilities for all transports, including but not limited to:

a. Basic Life Support (BLS)

- i. Staff BLS units with certified Emergency Medical Technicians (EMTs) operate within their approved scope of practice.
- ii. Provide routine transport care, including patient assessment, oxygen administration, airway adjunct use, vital sign monitoring, and other EMT-level interventions.

b. Advanced Life Support (ALS)

- i. Staff ALS transports with paramedics accredited by the SF EMS Agency and certified by the State of California.
- ii. Provide advanced monitoring, IV therapy, medication administration, and other high-acuity interventions within paramedic scope.

c. Specialty / Critical Care Transport (CCT)

- i. Deploy a licensed Registered Nurse (RN), respiratory therapist, or similarly qualified critical-care professional, ensuring EMT support on CCT transports when patient needs exceed the paramedic scope.

2. **Staffing Credentialing and Compliance**

The Contractor shall:

- a. Maintain valid certifications and licensures for all EMTs and paramedics as outlined in Section 4.2.B.1 and ensure they meet all transport competency requirements.
- b. Ensure CCT-supported personnel, including RN, respiratory therapist, and other qualified critical-care professionals, hold appropriate licensure and meet transport competencies.
- c. Maintain required certifications such as Cardiopulmonary Resuscitation (CPR), Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced Life Support (PALS) as applicable.
- d. Complete background checks for all staff.
- e. Ensure all drivers hold a valid California driver license and maintain driving records in good standing.
- f. Maintain documentation of all requirements and qualifications in each personnel's file. Such documentation must be available to DPH upon request. Failure to present valid credentials may result in immediate termination of assignment.

3. **Hours of Service and Availability**

The Contractor shall provide 24/7/365 for the following:

- a. On demand, non-emergency ambulance transports.
- b. Daily service for discharges, interfacility transfers, and scheduled appointments.
- c. Adequate staffing and fleet capacity, including during peak demand.

4. **Service Requests and Coordination**

The Contractor shall manage the anticipated peak-period demand (9:00 AM - 4:00 PM) while maintaining routine off-peak operations. DPH reserves the right to modify peak operating hours as needed to meet service demand. Responsibilities include:

- a. Receive and process transport requests submitted by designated hospital personnel.
- b. Ability to use the CarePort platform to receive, track, and respond to service requests from DPH.
- c. Verify medical necessities and determine appropriate level of care.
- d. Provide scheduled ambulance transport:
 - i. Confirm pickup within 10 minutes of request.
 - ii. Arrive within 15 minutes of the agreed-upon pickup window.
 - iii. Provide same day transport within 90 minutes of request.
 - iv. Meet accelerated response standards for priority transfers defined by the DPH.
 - v. Notify the DPH of delays and provide updated Estimated Time of Arrival (ETA).
- e. Communicate pickup times, patient requirements, equipment needs, and special precautions before dispatch.

5. **Response Time Standards and Performance Metrics**

The performance metrics will be used to evaluate monthly or quarterly performance. The Contractor shall meet the following response time standards:

- a. **BLS ED Response:** Percentage of Emergency Department BLS requests scheduled within 60 minutes should meet or exceed 85%.
- b. **BLS General Response:** Percentage of all other BLS pick-ups scheduled within 90 minutes should meet or exceed 85%.
- c. **CCT Response:** CCT pick-ups scheduled within 90 minutes must meet or exceed an 85% compliance rate.
- d. **On-Time Arrival Rate:** At least 90% of transports must arrive within 15 minutes of the quoted ETA.
- e. **Pushed Calls:** The proportion of calls delayed by more than 60 minutes beyond the scheduled pick-up time must remain at less than 10%.

6. Vehicle and Equipment

The Contractor shall:

- a. Provide bariatric ambulance upon request.
- b. Equip each ambulance to meet BLS/ALS standards (oxygen systems, suction, defibrillation/monitoring, airway devices, immobilization, infection-control supplies, pediatric equipment).
- c. Maintain all required permits, registrations, insurance, and safety documentation.
- d. Perform and document daily fleet inspections verifying safety and equipment readiness.
- e. Maintain reliable onboard communications equipment.
- f. Ensure such vehicles meet the requirements under the [Americans with Disabilities Act \(ADA\)](#).

7. Patient Care Standards

The Contractor shall:

- a. Provide care consistent with EMT, paramedic, and RN scopes infection-control of practice.
- b. Follow sending clinician orders for monitoring, interventions, and oxygen therapy.
- c. Lift, move, and secure patients safely using appropriate transport devices.
- d. Implement infection-prevention and cleaning/disinfection procedures after each transport.

8. Documentation and Reporting

The Contractor shall:

- a. Complete an electronic Patient Care Report (ePCR) for all transports.
- b. Include assessment, interventions, vitals, timestamps, origin/destination, and signatures.
- c. Submit ePCRs to the DPH upon request.
- d. Ensure [HIPAA-compliant](#) handling of patient information.
- e. Report safety incidents within 6 hours and submit full documentation within 3 business days.

9. **Quality Assurance and Quality Improvement (QA/QI)**

The Contractor shall maintain an active QA/QI program, including:

- a. Reviews of documentation and patient care quality.
- b. Monitor response times, clinical practices, and safety trends.
- c. Corrective actions and performance improvement measures.
- d. Attend DPH meetings and data reviews upon request.

10. **Safety and Infection Control**

The Contractor shall:

- a. Comply with [occupational safety and infection-control standards](#) according to Occupational Safety and Health Administration (OSHA).
- b. Clean and disinfect vehicles after each transport.
- c. Remove vehicles from service immediately if unsafe, non-compliant, or fails required equipment or infection-control standards.

11. **Pricing, Billing, and Authorization**

The Contractor shall:

- a. Use all-inclusive, contract-defined per-ride rates that cover all costs, including the transfer base rate, waiting time, specialty care, staff salaries, training, certifications, licensures, and any other expenses related to the Contractor's employees. The Contractor will assume all associated costs. All costs to DPH must be included in the rates provided in Attachment I: Cost Proposal.
- b. Send all invoices to third-party payers—such as Medi-Cal, Medicare, and insurance—first.
- c. Send invoice to DPH only when a claim is denied by third-party payers and the transport was DPH-authorized, following the DPH-provided billing format.
- d. Include required documentation (trip number, ePCR, origin/destination, timestamps, level of service, status/denial reason of insurance billing) in invoices.

12. **Compliance and Audit Rights**

The Contractor shall:

- a. Comply with all applicable regulations, licensing requirements, and safety standards.
- b. Permit the DPH to audit records, performance data, staffing credentials, and vehicle compliance upon reasonable notice.

4.3 **Compensation:**

A. **Price.**

Work will be compensated on a cost-reimbursable basis for actual, allowable, and reasonable costs incurred in performing the work, up to the not-to-exceed amount specified in the contract. Contract pricing must include all labor, materials, travel, and incidentals necessary to complete the work described in the contract scope. The Contractor may request monthly payments based on costs incurred during the previous month, provided all costs are supported by appropriate documentation. No additional compensation will be due from the City unless the contract is modified to include additional work requested by the City.

B. **Price Adjustment.**

For the initial five years of the Agreement term, pricing will remain fixed. For any subsequent optional period(s), the Contractor may request a price adjustment. The adjustment may not exceed the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-Hayward, California region, as published by the U.S. Bureau of Labor Statistics, for the 12-month period immediately preceding the anniversary date of the Agreement. All price adjustments and optional renewal terms are subject to the mutual written agreement of the City and the Contractor.

SECTION 5 – PROPOSAL FORMAT AND ORGANIZATION

5.1 Proposal Requirements:

- A. Proposers should describe the methodology to be used to accomplish the project objectives. The proposal should also describe the work necessary to satisfactorily complete the requirements outlined in Section 4 (Scope of Work).
- B. Please note: this RFP cannot identify each specific, individual task required to implement this project successfully and completely. The City and County of San Francisco relies on the professionalism and competence of the selected Proposer to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc.
- C. Proposal Format: Proposers are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 below. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾” margins, and may be no more than a total of 25 electronic pages, including cover letters, organization charts, staff resumes, and appendices.**
- D. **Note:** Front and back covers, section dividers, mandatory form attachments, addenda acknowledgments, and the Cost Proposal (submitted as a separate electronic file) **do NOT** count toward the proposal page limit. All other content does count towards the page limit.

5.2 Proposal Content:

- A. Proposers must address the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.
- B. Each Proposal Package must include two separate electronic files as follows:
 - 1. **Electronic File #1, clearly marked “RFP10-2026ProposerNameTechProposal”, shall include the following items in Content A, B, C, and D below:**
 - Content A:** Firm (including any subcontractors) Qualifications and Experience including References
 - A.1 Minimum Requirements. Please provide third party documentation for how your firm meets the Minimum Requirements (MQs) described in Section 2.4, which will be scored on a pass-fail basis. For MQ1, acceptable third-party documents from current or past customers include Letters of Attestation, contract agreements, and Memoranda of Understanding (MOUs). These documents must clearly indicate the start and end service dates. For MQ2, acceptable documents include a copy of the San Francisco Certificate of Operation and the associated ambulance permits. All submitted documents must be signed by all parties. Contracts must include the beginning and end dates of the services provided, and for ongoing services, must include the start date and clearly indicate that the services are current. These dates must be easily identifiable within the document or clearly highlighted by the proposer. Letters of attestation must be signed by the customer and must also include the period of performance. The written explanation of how the firm meets the minimum requirements must clearly describe how the services reflected in the submitted documents are the same as, or substantially similar to, the services described in this solicitation. These documents **do NOT** count toward the proposal page limit.
 - A.2 Firm Overview. Please provide a description of the services that your firm has provided in San Francisco or other cities, how long your firm has been in operation, and any unique features of the services your firm offers.
 - A.3 Subcontractors. Please identify any subcontractor firms or contractors that will be used to implement the scope of work. Describe each firm’s qualifications, background, and specific expertise relevant to the services.

A.4 References. In addition to completing **Attachment C** - Reference Form, please use this section to provide any additional information about the work undertaken with the references provided that is relevant to the work described in this RFP.

A.5 Provide a fleet inventory that lists all vehicles proposed for use under this contract, including a description of all vehicles to demonstrate that the proposer has sufficient, compliant, and fully equipped units to meet service requirements.

Content B: Staff, Teams (including any subcontractors) Qualifications and Experience

B.1 Staffing Plan. Please provide a description of how your firm plans to staff the contract, including any local hires that they would need to make for local partnerships that they would need to establish to ensure successful fulfillment of the contract requirements and tasks.

B.2. Key Staff Qualifications. Please list the name and qualifications of the key staff/team members that will be assigned to the contract. If applicable, provide detailed qualifications of the Manager that will be assigned to the Project.

Content C: Demonstrated understanding of the overall project and requested scope of work

C.1. Proposed Approach for Implementing the Scope of Work. Please describe how your firm plans to approach the Scope of Work for the City. This would include how your firm would address or enhance the tasks in the Scope of Work and how you would partner with the City to implement the service. Provide any insights or advice that may assist the City in implementing the Scope of Work.

C.2. Anything else the City should consider. Please describe any “key” or “critical” challenges that your firm anticipates based on prior experience. Include an explanation of how these challenges could impact the successful delivery of services and outline the specific steps the firm will take to mitigate or prevent potential issues to ensure uninterrupted and effective service delivery.

Content D: Please include the following completed forms with your technical proposal. The forms are located in the “Mandatory Forms” zip archive, available for download on the San Francisco City Partner site.

1. Contact Information Cover Sheet (see Attachment A)
2. Completed Non-Collusion Affidavit (see Attachment B)
3. Complete the Reference Form (Attachment C)
4. 12L Compliance (Attachment D)
5. CMD LBE Forms (Attachment E), applicable to certified LBEs only.
6. Minimum Compensation Ordinance (MCO) Declaration (Attachment F)
7. Health Care Accountability Ordinance (HCAO) Declaration (Attachment G)
8. [First Source Workforce Projection Form and Fact Sheet](#) (Attachment H) – Proposers must complete and submit the required form via the DocuSign link above. Upon successful submission, Proposers will receive a copy of the completed form via email. A copy of this form must be included in the proposal as Attachment H to verify that the form was submitted correctly and on time. **Note:** Proposers are not required to register with the WorkforceLinkSF database at the time of proposal submission.

2. **Electronic File #2, clearly marked “RFP10-2026ProposerNameCostProposal”, shall include the following:**

Content E: Cost Proposal:

- A. Proposers must use the Cost Proposal form provided as Attachment “I” in this RFP. The Cost Proposal must be submitted as an Excel file.
- B. The Cost Proposal shall be based on Section 4.3 (Compensation), above, and must be inclusive of all costs to perform the Scope of Work. Failure to use the Cost Proposal form provided by the City will be cause for rejection of a proposal. Do NOT include Contents A-D in the Cost Proposal, Electronic File #2. Cost Proposals will be evaluated by utilizing the method outlined in Section 6.2 (Cost Proposal Scoring).

SECTION 6 – PROPOSAL EVALUATION, SELECTION PROCESS AND AWARD OF CONTRACT

6.1 Evaluation of Proposals:

- A. This solicitation has been developed in the RFP best value format. Accordingly, Proposers should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. Price alone will not be the sole determining criteria.
- B. An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Proposers are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria as outlined in Section 5.2:

Selection Criteria	Points
Minimum Requirements	Pass/Fail
Section 5.2 Content A: Firm's (including any subcontractors) Qualifications and experience in providing similar services as defined in the RFP, including References	20
Section 5.2 Content B: Staff / Team's (including any subcontractors) Qualifications and experience in providing similar services as defined in the RFP	25
Section 5.2 Content C: Demonstrated Understanding of the overall project and requested Scope of Work	35
Section 5.2 Content E: Cost Proposal	20
Total Points**	100
Application of LBE Rating Bonuses***	See Section 3.1.B

****Interviews** – The City reserves the right to interview a subset of top-scored Proposers, based on a natural break in the evaluation scores. A natural break is defined as a clear point in the scoring distribution where there is a significant gap between the scores of higher-ranked Proposers and the next group of lower-ranked Proposers. The intent is to ensure that only the most competitive Proposers advance to the interview stage. If interviews are required, the Proposers invited to interview will be notified in advance and provided a format and time for the interviews. An additional 25 points will be used to score the interview based on the same criteria listed in the RFP. The 25 points will be prorated in the same proportion as the proposal scoring listed in the table above.

*****LBE Rating Bonuses** – If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated and used to determine each Proposer's final score. LBE Rating Bonuses shall be applicable to each phase of the Solicitation evaluation and selection process, in accordance with the values shown in section 3.1.B of the RFP. The City will apply the bonus to the final composite score for the phase (e.g., the 100-point total that combines technical narrative and cost proposal), not to individual criteria. If there are multiple stages (e.g., interviews), the applicable LBE bonus will be applied once to each phase's composite score.

Best and Final Offers – The City reserves the right to ask for Best and Final Offers where costs are over budget.

Tie Breaker – The following criteria shall be applied to resolve tied scores:

1. A San Francisco Proposer receives consideration over an out-of-town Proposer.
2. A California Proposer receives consideration over and out of state Proposer.
3. As a final resort, the Procurement Officer may randomly select a name by drawing with a second City representative present to witness the process. Proper documentation of the selection and award will be kept on file.

6.2 Cost Proposal Scoring:

Cost proposals will be evaluated based on total proposed cost. The Proposer offering the lowest total cost will receive the full 20 points for the cost proposal. All other proposals will receive a prorated score based on the following formula: $(\text{Lowest Cost} \div \text{Proposal Cost}) \times 20$ points. Unless otherwise agreed by the City, the proposed scope of work and pricing will be included in the resulting contract(s), and the Contractor will be required to deliver services at those levels and costs.

6.3 Selection Process:

Selection will be made by totaling the points from the technical proposal, the cost proposal, and the interview/demo (if applicable). The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Director of Health or Board of Supervisors depending on value. The selected Proposer will be required to comply with all insurance and license requirements of the City.

6.4 Award of Contract:

The City shall award a primary contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest number of points (“Primary Contractor”). The City shall also award a secondary contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the second highest number of points (“Secondary Contractor”). The Primary Contractor shall be responsible for providing the goods and/or services described in this Solicitation. In the event the Primary Contractor is unable to perform in accordance with the contract terms, the City may require the Secondary Contractor to provide such goods and/or services. The City reserves the right, at its sole discretion, to modify contractor designations, including primary and secondary assignments, based on contractor performance, timeliness, and quality of service delivery, or to procure the goods and/or services from another source.

SECTION 7 – RFP FORMS

7.1 RFP Forms:

Note: The Proposer’s legal name **must appear exactly the same** on all proposal documents, in all databases listed in Section 3.3.B (Notice of Intent to Award – Required Documentation), and in the City’s Supplier System (if registered). The entity submitting the proposal must be the same entity that enters into the contract. If the Proposer operates under a “Doing Business As” (DBA) name, it is the Proposer’s sole responsibility to ensure that the DBA is properly registered and included as part of their legal name in all systems and documents.

A. ATTACHMENT “A” – Contact Information Cover Sheet.

*Must be completed and included with Technical Proposal electronic file #1.

B. ATTACHMENT “B” – Non-Collusion Affidavit Form.

*Must be completed and included with Technical Proposal electronic file #1.

C. ATTACHMENT “C” – Reference Form.

*Must be completed and included with Technical Proposal electronic file #1.

D. ATTACHMENT “D” – 12L Compliance.

*Must be completed and included with Technical Proposal electronic file #1.

Non-Profit Entities: If a Contractor is a non-profit entity that receives a cumulative total per year of at least \$1,000,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Contractor must comply with Chapter 12L and include in its Proposal:

1. A statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Contractor’s meetings and records, and
2. A summary and disposition of all complaints concerning the Contractor’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Contractor shall include a statement to that effect.

Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Contractor’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Contract reached on the basis of the Proposal.

E. ATTACHMENT “E” – CMD LBE Form 2A, applicable to certified LBEs only.

*Must be completed and included with Technical Proposal electronic file #1.

F. ATTACHMENT “F” – Minimum Compensation Ordinance (MCO) Declaration Form.

*Must be completed and included with Work/Technical Proposal electronic file #1.

G. ATTACHMENT “G” – Health Care Accountability Ordinance (HCAO) Declaration Form

*Must be completed and included with Work/Technical Proposal electronic file #1.

H. ATTACHMENT “H” – [First Source Workforce Projection Form and Fact Sheet](#).

*Must be completed and included with Work/Technical Proposal electronic file #1.

Proposers must complete and submit the required form via the DocuSign link above. Upon successful submission, Proposers will receive a copy of the completed form via email. A

copy of this form must be included in the proposal as Attachment H to verify that the form was submitted correctly and on time.

More information about the City's First Source Hiring Program can be found at <https://www.sf.gov/comply-first-source-hiring-program>. **Note:** Proposers are not required to register with the WorkforceLinkSF database at the time of proposal submission.

I. **ATTACHMENT "I" – Cost Proposal Form.**

*Must be completed and included in a separate electronic file #2 – **do not include this with your Technical Proposal, electronic file #1.**

J. **ATTACHMENT "J" - City's Contract Terms. The successful Proposer will be required to enter into a contract substantially in the form presented in Attachment J - City's Contract Terms. If Proposer is unable to accept City's Contract Terms substantially in the form presented, Proposers shall submit any suggested revisions to the City's Contract Terms by the deadline for submitting questions. The proposed revisions must clearly:**

- (1) Identify the sections to which the Proposer objects;
- (2) Provide alternative language for each such section; and
- (3) Explain the rationale for each proposed change.

The City will review the proposed revisions and respond by indicating whether each change is accepted or denied. The City's response to the revision requests will be issued as part of the Question-and-Answer Addendum.

RFP SFGOV- 0000011781

**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

ATTACHMENT "A"
CONTACT INFORMATION COVER SHEET
REQUESTS FOR PROPOSALS SFGOV-0000011781
ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK
PROPOSAL (Electronic File #1)***

LEGAL NAME OF COMPANY(PROPOSER): _____

BUSINESS ADDRESS: _____

FEDERAL EMPLOYEE IDENTIFICATION NUMBER: _____

CALIFORNIA BUSINESS ENTITY NUMBER: _____

CITY SUPPLIER ID (if registered): _____

TELEPHONE: _____ CELL PHONE: _____ FAX: _____

CONTACT PERSON: _____ EMAIL ADDRESS: _____

A. I hereby certify that I have the authority to submit this Proposal to the City and County of San Francisco for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

PRINTED NAME AND TITLE

SIGNATURE AND DATE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

- An individual;
- A partnership, Partners' names: _____
- A company;
- A corporation, if a corporation, organized in the state of: _____

**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

C. Representation re Good standing, Licenses, Etc.

A representation that the Proposer is in good standing in the State of California and has all necessary licenses, permits, approvals and authorizations necessary in order to perform the Work and conduct the Candidate's business. ***Please check the item below if you agree with this statement.***

- I hereby represent and certify that the above statement is true and correct.

D. Representation regarding City Contracting Requirements.

A representation that the Proposer is able and willing to comply with all the contracting requirements described in this RFP. ***Please check the items below if you agree with the statements.***

- I hereby represent and certify that the Proposer will comply with all contracting requirements, including the City's Contract Terms, as described in this RFP. The City reserves the right to terminate negotiations with any candidate that does not execute the City's Contract Terms.
- I hereby represent and certify that the Proposer will comply with all requirements of the Business Associate Agreement (BAA) and any attestations and/or attachments as presented in Attachment G of this RFP. The City reserves the right to terminate negotiations with any candidate that does not execute or agree to the Business Associate Agreement.
- I hereby represent and certify that the Proposer will comply with all San Francisco labor laws for City contractors. Should the Proposer seek exemptions, they will do so based on the list of allowable exemptions and will clearly indicate which exemptions they believe apply to them. Outside of the listed exemptions, no other conditions are permissible. The Proposer will also furnish supporting documents for their exemption request. All exemption requests must be submitted with the proposal.
1. Minimum Compensation Ordinance (MCO)
 - MCO Declaration completed
 - Exemption requested pursuant to Category _____ of [OLSE's List of Exemptions](#)
 2. Health Care Accountability Ordinance (HCAO)
 - HCAO Declaration completed
 - Exemption requested pursuant to Category _____ of [OLSE's List of Exemptions](#)
 3. Health Care Security Ordinance (HCSO)
 4. Fair Chance Ordinance (FCO)
 5. First Source Hiring Form (FSH)
 - FSH completed (proof included in Proposal)
 - FSH exception submitted to First Source (proof included in Proposal)

RFP SFGOV- 0000011781

**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

E. ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # _____ is/are hereby acknowledged.

RFP SFGOV- 0000011781

**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

ATTACHMENT "B"
NON-COLLUSION AFFIDAVIT
REQUESTS FOR PROPOSALS SFGOV-0000011781
ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK
PROPOSAL (Electronic File #1)***

The undersigned, deposes and says that he or she is

_____ of _____

_____, the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

Signature: _____

Title: _____

RFP SFGOV- 0000011781

**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

**ATTACHMENT "C"
REFERENCES**

**REQUESTS FOR PROPOSALS SFGOV-0000011781
ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES**

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK
PROPOSAL (Electronic File #1)***

Reference 1	Firm that Provided Products/Services to Reference (Prime or Subcontractor's Name):
Organization Name:	Contact Name and Title:
Email:	Phone Number:
Effective Date of Contract:	Value of Contract:
Description of Products/Services Provided:	

Reference 2	Firm that Provided Products/Services to Reference (Prime or Subcontractor's Name):
Organization Name:	Contact and Title:
Email:	Phone Number:
Effective Date of Contract:	Value of Contract:
Description of products/services provided:	

RFP SFGOV- 0000011781

**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

Reference 3	Firm that Provided Products/Services to Reference (Prime or Subcontractor's Name):
Organization Name:	Contact and Title:
Email:	Phone Number:
Effective Date of Contract:	Value of Contract:
Description of products/services provided:	

RFP SFGOV- 0000011781

**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

**ATTACHMENT "D"
12L COMPLIANCE**

**REQUESTS FOR PROPOSALS SFGOV-0000011781
ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES**

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK
PROPOSAL (Electronic File #1)***

Non-Profit Entities: If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must describe how Proposer will comply with Chapter 12L.

Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

- This form is not applicable to my organization. My organization is a non-profit that does not receive a cumulative total per year of at least \$250,000 in City funds or City-administered funds.
- This form is not applicable to my organization. My organization is not a non-profit.

Item #1: A statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records.

Item #2: A summary and disposition of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.

If you need more space for your explanation, please attach a separate document.



FORM 2A: CMD CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Proposer, each Joint Venture partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. The RFP/RFQ will state which LBE size category (e.g., Micro, Small, and/or SBA-LBE) can be used to meet the LBE sub participation requirement(s). All LBE Proposers/JVs with LBE participation must meet the LBE sub participation requirement(s). Any LBE Proposer/JV with LBE participation may not count its participation towards meeting the LBE sub participation requirement(s). Be sure to check the appropriate box for Rating Bonus under Section 2. If more space is needed for Section 1, attach additional copies of this form.

Contract No.:		
Contract Title:		LBE SUBPARTICIPATION REQUIREMENT(S)
Firm:		<input type="checkbox"/> Micro and Small-LBE Sub Requirement - ___%
Contact Person:		<input type="checkbox"/> Micro, Small, SBA-LBE Sub Requirement - ___%
Address:		<input type="checkbox"/> Micro-LBE Sub Requirement - ___%
City/ZIP:		<input type="checkbox"/> Small-LBE Sub Requirement - ___%
Phone, Email:		<input type="checkbox"/> SBA-LBE Sub Requirement - ___%

*Type: Identify if Prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	Portion of Work (Describe Scope(s) of Work)	% of Work	Indicate LBE or Non-LBE. If LBE, Micro, Small, or SBA.	% of LBE Subwork (Carry-Over from % OF Work Column)		
					Micro	Small	SBA
			%		%	%	%
			%		%	%	%
			%		%	%	%
			%		%	%	%
		Total % of Work:	100%	Total LBE Sub Participation:	%	%	%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the proposal for this Contract.

Owner/Authorized Representative (Signature): _____ Date: _____

Print Name and Title: _____

** See CMD website: <http://www.sfgov.org/cmd> for each firm's status



Section 2. Rating Bonus

Check applicable boxes.

- A. **NO Rating Bonus Requested 0%**
- B. **Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal to \$10,000,000. See instructions in Sections 2.01 and 2.02.**
- Micro or Small-LBE 10%**
 - Joint Venture 7.5%**
 - Joint Venture 5%**
 - Joint Venture (Micro or Small-LBEs only) 10%**
 - SBA-LBE 5%**
- C. **Contracts with an Estimated Cost in Excess of the Delegated Purchasing Amount (\$20,000 as of July 1, 2024) and Less Than or Equal to \$10,000,000. The below rating bonuses DO NOT apply to Chapter 21 contracts and only apply to Chapter 6 contracts, including Chapter 6.40. See instructions in Section 2.01 for details. This Neighborhood/Zip Code LBE Program shall apply to projects located within the jurisdictional boundary of San Francisco. The program shall not apply to Job Order Contracts (JOC), As-Needed contracts, or other contracts where no specific project location is specified at the time of proposal. The RFP/RFQ will clearly state whether the Pilot Neighborhood/Zip Code LBE Program is applicable to the specific project. A Proposer may receive up to a maximum rating bonus of 13% depending on the particular application.**

Prime Neighborhood/Zip Code LBE rating bonus:

- Prime Neighborhood LBE (or a JV where the Neighborhood LBE JV partner(s)' participation is at least 40%) 1%**

OR

- Prime Zip Code LBE (or a JV where the Prime Zip Code LBE JV partner(s)' participation is at least 40%) 1.5%**

Subconsulting Neighborhood/Zip Code LBE rating bonus:

- Sub Neighborhood LBE 0.5%**

OR

- Sub Zip Code LBE 1.5%**

- D. **Contracts in Excess of \$10,000,000 and Less Than or Equal to \$20,000,000. See instructions in Section 2.01.**
- Micro, Small, or SBA-LBE 2%**
- E. **Mentor-Protégé Program Bid Discount/Rating Bonus. The Mentor Protégé rating bonus is not applicable to professional services contracts. However, for this CMD Attachment 2, the Mentor Protégé rating bonus/bid discount is applicable for Design-Build and/or CM/GC projects only. See instructions in Section 2.01.**
- Mentors of the Mentor-Protégé Program 1%**



Section 3. Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located on the CMD LBE website at <http://www.sfgov.org/cmd>. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____



Minimum Compensation Ordinance (MCO) Declaration

What the Ordinance does. The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least \$25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

Effect on City contracting. For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only if** the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

What this form does. If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at: MCO@sfgov.org, (3) Phone us at (415) 554-7903.

Where to Send this Form. Submit this form via San Francisco's centralized vendor portal sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442, Ext 1

Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

Date

Print Name

Bidder/Supplier # - if known

Company Name

() _____
Phone

Federal Employer ID #

San Francisco Labor Laws for City Contractors

Effective July 1, 2025

(Revised: June 2025)

Minimum Compensation Ordinance (MCO)

Wages and Paid Time Off (PTO)

For a company that has 5 employees or greater, anywhere in the world. Includes subcontractors.

Any employee who works on a City contract for services:

- **For-profit rate** is \$21.54/hour as of 7/1/25
- **Non-profit rate** is \$21.55/hour as of 7/1/25; \$23.00/hour as of 1/1/26
- **Public Entities rate** is \$22.00/hour as of 1/1/25; \$23.00/hour as of 1/1/26
- 0.04615 hours of Paid Time Off (PTO) per hour worked (can be used as vacation or sick leave, and is vested and cashed out at termination)
- 0.03846 hours of Unpaid Time Off per hour worked – allowed without consequence
- Employee must sign a “Know Your Rights” form
- Posting Requirement

Contact the MCO unit: mco@sfgov.org and (415) 554-7903

Health Care Accountability Ordinance (HCAO)

For a company that has > 20 workers (for profit)/ > 50 workers (nonprofit), anywhere in the world – Includes subcontractors

Any employee who works **at least 20 hours a week** on a City contract for services:

- Either:
 - A) Offer a compliant health plan with no premium charge to the employee. See Minimum Standards
OR
 - B) Pay \$7.50* per hour to SF General Hospital (not Healthy San Francisco and not a benefit to employees)
OR
 - C) Pay \$7.50* per hour to covered employee. N/A to SFO and San Bruno Jail locations. Employee must live outside of SF and work on a City contract outside of SF. See HCAO for more details.
- Employee must sign a “Know Your Rights” form
- Posting Requirement

* Rate changes every July 1

Contact the MCO unit: hcao@sfgov.org and (415) 554-7903

For more information, or to sign up for email updates on the MCO and HCAO, visit our website: SF.GOV/OLSE

Health Care Security Ordinance (HCSO)

Any employee who works an average of 8 hours a week in the City of San Francisco (whether or not on a City contract) and is **not covered by the HCAO**:

- As of 1/1/2025, spend \$2.56* or \$3.85* (depending on your size) per hour on their health care (e.g. health insurance, or a contribution to Healthy San Francisco)
- Employee can only waive their rights:
 - o By signing an official HCSO voluntary waiver, and
 - o If they show they have insurance through another employer
- Posting Requirement

* Rate changes every January 1st

Contact the HCSO unit: hcsosf@sfgov.org and (415) 554-7892

Fair Chance Ordinance (FCO)

Hiring Process

- You may not ask about criminal background in a job application or at the start of the hiring process
- Job announcements must include language specified by the law
- You may inquire into criminal background after an interview or once a conditional offer has been made
- If you intend to consider criminal background in your hiring decision, you must give the applicant the opportunity to provide evidence of rehabilitation or mitigating circumstances
- Posting Requirement

Contact the FCO unit: fco@sfgov.org and (415) 554-5192

Office of Labor Standards and Enforcement (OLSE)

City Hall Room, 430

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

Please Post Where Employees Can Read It Easily

CITY AND COUNTY OF SAN FRANCISCO



NOTICE TO EMPLOYEES – JULY 1, 2025

Minimum Compensation Ordinance

This employer is a contractor with the City and County of San Francisco. This contract agreement is subject to the Minimum Compensation Ordinance (MCO). If under this contract agreement you perform any work funded under an applicable contract, you must be provided no less than the Minimum Compensation outlined below.

THESE ARE YOUR RIGHTS . . .

1. Minimum Hourly Compensation:

For contracts entered into or amended on or after October 14, 2007

- For-Profit Rate is **\$21.54/hour** effective 7/1/25
- Non-profits is **\$21.55/hour** effective 7/1/25; **\$23.00/hour** effective 1/1/26
- Public Entities is **\$22.50/hour** effective 7/1/25; **\$23.00/hour** effective 1/1/26
- Rates subject to change; your employer must pay the then-current rate posted on the OLSE web site: <https://sf.gov/information/understanding-minimum-compensation-ordinance>

For contracts entered into prior to October 14, 2007

- For work performed within the City Of S.F.: SF Minimum Wage (\$19.18/hour effective 7/1/25)
- For work performed outside of S.F.: \$16.50/hour

2. Paid Days Off:

- 12 paid days off per year for vacation, sick leave, or personal necessity
- The paid days off for part-time employees are prorated based on hours worked

3. Unpaid Days Off:

- 10 unpaid days off per year
- Unpaid days off for part-time employees are prorated based on hours worked

IF YOU BELIEVE YOUR RIGHTS ARE BEING VIOLATED CONTACT THE OFFICE OF LABOR STANDARDS ENFORCEMENT AT (415) 554-7903.

Office of Labor Standards Enforcement (OLSE)

City Hall, Room 430

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

<https://sf.gov/information/understanding-minimum-compensation-ordinance>



Minimum Compensation Ordinance (MCO)
KNOW YOUR RIGHTS – JULY 1, 2025

This notice is intended to inform you of your rights under the Minimum Compensation Ordinance (MCO). The MCO requires your employer to provide a prescribed minimum level of compensation be paid to employees of (1) contractors and their subcontractors providing services to the City and County; (2) public entities whose boundaries are coterminous with the City and County who have city contracts; and, (3) tenants and subtenants on Airport property and their subcontractors. The Office of Labor Standards Enforcement (OLSE) is charged with enforcing the MCO. You will be asked to sign this document after you have reviewed the following information. Do not sign this document unless you fully understand your rights under this law.

THE MCO REQUIREMENTS

1. Minimum Hourly Wage

- For-Profit Rate is **\$21.54/hour effective 7/1/25**
- Non-profits is **\$21.55/hour effective 7/1/25; \$23.00/hour effective 1/1/26**
- Public Entities rate is **\$22.50/hour effective 7/1/25; \$23.00/hour effective 1/1/26**
- For contracts entered into prior to October 14, 2007, the rate for work performed within the City of S.F. is the San Francisco minimum wage (\$19.18/hour effective July 1, 2025). The rate for work performed outside of S.F. is \$16.50/hour.
- Rates are subject to change. Your employer is obligated to keep informed of the requirements and to notify employees in writing of any adjustment to the MCO wage.

2. Paid Days Off

- 12 paid days off per year for vacation, sick leave or personal necessity
- The paid days off for part-time employees are prorated based on hours worked

3. Unpaid Days Off

- 10 unpaid days off per year
- Unpaid days off for part-time employees are prorated based on hours worked
- Temporary and casual employees are not eligible for unpaid time off

RETALIATION PROHIBITED

Your employer may not retaliate against you or any other employee for trying to learn more about the MCO or exercising your rights under the law. If you believe that you have been discriminated or retaliated against for inquiring about or exercising your rights under the MCO, contact the OLSE at (415) 554-7903 to file a MCO complaint.

Do not sign this document unless you fully understand your rights under this law. If you have any questions about your employer’s responsibilities or your rights under this Ordinance, contact the OLSE at (415) 554-7903 or visit <https://sf.gov/information/understanding-minimum-compensation-ordinance> for more information about this law.

Print Name of Employee: _____

Signature of Employee: _____ Date: _____

Para asistencia en Español, llame al (415) 554-7903

需要中文幫助，請電 (415) 554-7903

For a complete copy of the Minimum Compensation Ordinance, visit <https://sf.gov/information/understanding-minimum-compensation-ordinance>.

CITY AND COUNTY OF SAN FRANCISCO



NOTICE TO EMPLOYEES – JULY 1, 2025

Health Care Accountability Ordinance

This employer is a contractor with the City and County of San Francisco. This contract agreement is subject to the Health Care Accountability Ordinance (HCAO). The HCAO requires your employer to provide health plan benefits to covered employees, make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to employees. **If you work at least 20 hours per week on a City contract, you are a covered employee and your employer must choose one of the following options:**

1. PROVIDE YOU WITH A HEALTH PLAN THAT MEETS THE MINIMUM STANDARDS OUTLINED BY THE DIRECTOR OF PUBLIC HEALTH

- Your employer cannot require you to contribute any amount towards the premiums for health plan coverage for yourself.
- Coverage must begin no later than the first of the month that begins after 30 days from the start of employment on a covered contract.

OR

2. PAY \$7.50 PER HOUR WORKED TO THE CITY & COUNTY OF SAN FRANCISCO

- If you live within the City and County of San Francisco or work on a City contract within the City, the San Francisco Airport, or the San Bruno Jail, and your employer does not provide a health plan that meets the Minimum Standards, your employer must pay \$7.50/hour for every hour you work (up to 40 hours a week) to the City and County of San Francisco.

OR

3. PAY AN ADDITIONAL \$7.50 PER HOUR WORKED TO THE EMPLOYEE

- If you live outside the City and County of San Francisco and work on a City contract located outside of the City, and not at the San Francisco Airport or at the San Bruno Jail and your employer does not provide a health plan that meets the Minimum Standards, your employer must pay you an additional \$7.50/hour for every hour you work (up to 40 hours a week) to enable you to obtain health insurance coverage.

IF YOU BELIEVE YOUR RIGHTS ARE BEING VIOLATED CONTACT THE OFFICE OF LABOR STANDARDS ENFORCEMENT AT (415) 554-7903.

Office of Labor Standards Enforcement (OLSE)

City Hall, Room 430

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

<https://sf.gov/information/understand-health-care-accountability-ordinance>



Health Care Accountability Ordinance (HCAO)
KNOW YOUR RIGHTS – JULY 1, 2025

Revised 5/28/2025

This notice is intended to inform you of your rights under the Health Care Accountability Ordinance (HCAO). The HCAO requires your employer to provide health insurance to you. Your employer can do this by enrolling you in a health plan, by making payments to the City, or, under limited circumstances, by making payments directly to you. The Office of Labor Standards Enforcement (OLSE) is charged with enforcing this Ordinance. You will be asked to sign this document after you have reviewed the following information. Do not sign this document unless you fully understand your rights under this law.

THE HCAO COMPONENTS

- I. If you live in San Francisco (regardless of where you work) or if you work in San Francisco, at the San Francisco Airport, or at the San Bruno Jail, your employer must:
 - A. Offer you health coverage that meets the Minimum Standards starting on the first day of the month following 30 calendar days after your first day of work*; **OR**
 - B. For each month in which you averaged at least 20 hours of work per week, pay the City \$7.50 per hour for each hour you work, up to 40 hours or \$300 per week.

- II. If you do not live in San Francisco and do not work in San Francisco, at the San Francisco Airport, or at the San Bruno Jail, your employer must:
 - A. Offer you health coverage that meets the Minimum Standards starting on the first day of the month following 30 calendar days after your first day of work*; **OR**
 - B. For each month in which you averaged at least 20 hours of work per week, pay you \$7.50 per hour for each hour you work, up to 40 hours or \$300 per week, so that you can obtain health insurance coverage on your own.

**Note that your employer must offer at least one plan that does not require you to contribute any amount towards the cost of premiums for health plan coverage for yourself.*

EXEMPTIONS FROM COVERAGE

Certain categories of employees, including but not limited to students, trainees, and employees of employers subject to Prevailing Wage requirements, are exempt under the HCAO. For more information, go to <https://sf.gov/information/understand-health-care-accountability-ordinance> or call (415) 554-7903.

VOLUNTARY WAIVER OF COVERAGE

Employees may refuse health coverage offered by an employer if the employee signs the Voluntary Waiver Form. Employees may revoke this voluntary waiver at any time.

RETALIATION PROHIBITED

Your employer may not retaliate against you or any other employee for trying to learn more about the HCAO or exercising your rights under the law. If you believe that you have been discriminated or retaliated against for inquiring about or exercising your rights under the HCAO, contact the OLSE at (415) 554-7903 to file an HCAO complaint.

Do not sign this document unless you fully understand your rights under this law. If you have any questions about your employer’s responsibilities or your rights under this Ordinance, contact the OLSE at (415) 554-7903 or visit <https://sf.gov/information/understand-health-care-accountability-ordinance> for more information about this law.

Name of Employee Date

Signature of Employee

Para asistencia en Español, llame al 554-7903
需要中文幫助，請電 554-7903

NOTE: For a complete copy of the Health Care Accountability Ordinance or the Minimum Standards, visit <https://sf.gov/information/understand-health-care-accountability-ordinance>



City and County of San Francisco
 London N. Breed
 Mayor

San Francisco Department of Public Health
 Grant Colfax, MD
 Director of Health

San Francisco Health Care Accountability Ordinance (HCAO) Minimum Standards – Effective January 1, 2025

The following minimum standards are effective January 1, 2025. Health plans deemed compliant with the HCAO must either:

- (1) Meet all 16 minimum standards as described below, **OR**
- (2) Be a gold- and platinum-level plan written in California (or actuarial value of at least 76%), where:
 - A. the employer covers 100 percent of both the plan premium and medical services deductible. Employers may use any health savings/reimbursement product that supports coverage of the medical deductible; and
 - B. the plan covers all required covered services minimum standards (5, 8-16).

Note that the requirements under the HCAO are distinct from the Healthy Airport Ordinance (HAO). More information on the HAO can be found here: sf.gov/information/understanding-healthy-airport-ordinance

Benefit Requirement	Minimum Standard
1. Premium Contribution	Employer pays 100 percent.
2. Annual OOP Maximum	<p><u>In-Network:</u></p> <ul style="list-style-type: none"> Employer must cover in-network out-of-pocket expenses up to 50 percent of plan’s annual out-of-pocket maximum. These expenses must be covered on a first-dollar basis. Employers may use any health savings or reimbursement product that supports compliance with this minimum standard. OOP Maximum must include all types of cost-sharing (deductible, copays, coinsurance, etc.). The plan’s out of pocket maximum cannot exceed the Federal out-of-pocket limit for a self-only coverage plan during the plan’s effective date. In 2025, the limit is \$9,200. <p><u>Out-of-Network:</u> Not specified.</p>
3. Medical Deductible	<ul style="list-style-type: none"> <u>In-Network:</u> \$3,000 maximum. <u>Out-of-Network:</u> Not specified.
4. Prescription Drug Deductible	<ul style="list-style-type: none"> <u>In-Network:</u> \$400 maximum. <u>Out-of-Network:</u> Not specified.
5. Prescription Drug Coverage	<ul style="list-style-type: none"> Plan must provide drug coverage, including coverage of brand-name drugs.
6. Coinsurance Percentages	<ul style="list-style-type: none"> <u>In-Network:</u> 55 percent/ 45 percent. <u>Out-of-Network:</u> 50 percent/50 percent.

Benefit Requirement	Minimum Standard
7. Copayment for Primary Care Provider Visits	<ul style="list-style-type: none"> • <u>In-Network</u>: \$65 per visit. When coinsurance is applied See Benefit Requirement #6. • <u>Out-of-Network</u>: Not specified.
8. Preventive & Wellness Services	<ul style="list-style-type: none"> • <u>In-Network</u>: Provided at no cost, per ACA rules. • <u>Out-of-Network</u>: Subject to the plan's out-of-network fee requirements. <p>These services are standardized by federal ACA rules at no charge to the member. The California EHB Benchmark Plan outlines the types of preventive services that are required.</p>
9. Pre/Post-Natal Care	<ul style="list-style-type: none"> • <u>In-Network</u>: Scheduled prenatal exams and first postpartum follow-up consult is covered without charge, per ACA rules. • <u>Out-of-Network</u>: Subject to the plan's out-of-network fee requirements. <p>These services are standardized by federal ACA rules at no charge to the member. The California EHB Benchmark Plan outlines the types of pre- and post-natal services that are required.</p>
10. Ambulatory Patient Services (Outpatient Care)	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: <ul style="list-style-type: none"> ○ Primary Care Provider: See Benefit Requirement #7. ○ Specialty visits: Not specified.
11. Hospitalization	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: Not specified.
12. Mental Health & Substance Use Disorder Services, including Behavioral Health	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: Not specified.
13. Rehabilitative & Habilitative Services	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: Not specified.
14. Laboratory Services	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: Not specified.
15. Emergency Room Services & Ambulance	<ul style="list-style-type: none"> • Limited to treatment of medical emergencies. The in-network deductible, copayment, and coinsurance also apply to emergency services received from an out-of-network provider.
16. Other Services	<ul style="list-style-type: none"> • The full set of covered benefits is defined by the California EHB Benchmark plan.



City and County of San Francisco
London N. Breed
Mayor

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

Office of Policy and Planning

2025-2026 Healthcare Accountability Ordinance (HCAO) Minimum Standards: Frequently Asked Questions and Common Clarifications

1) Does the HCAO require that coverage be offered for the individual employee and their dependent(s)?

No, the HCAO only requires that medical insurance be offered to the individual worker.

2) Since an employer only has to offer one (1) compliant plan, do other additional plans have to be HCAO compliant?

A covered employer is only required to offer one (1) compliant plan at no charge to the employee. If they choose to offer additional plans, these plans do not have to meet all the minimum standards, and they can be administered as the employer so chooses.

For example, after offering the compliant plan at no charge, the employer can also:

- offer a plan with different benefits that do not meet the minimum standards; or
- offer a plan that requires an employee premium contribution

3) If an employer pays the HCAO fee instead of offering a compliant plan, does that count as insurance? Does the employee benefit directly from the fee payment?

Paying the HCAO fee does not count as insurance, and where an employer needs to pay the fee depends on the location of where the employee's work is performed:

- If the employee performs works on a City contract within the City, the San Francisco Airport, or the San Bruno Jail, the fee is paid to the Department of Public Health. These payments are not a benefit to employees and the fees paid are to meet the HCAO compliance's requirement if the employee does not offer a HCAO complaint health plan to the covered employee.
- If the employee performs work on a City contract outside the City and County of San Francisco, the fee is paid to the employee. These payments to the employee are a direct benefit to the employee.

Contact the Office of Labor Standards Enforcement (OLSE) at hcao@sfgov.org for more questions about the fee, best practices on implementation of the above, and how to make a payment instead of offering a compliant plan.

4) Does it matter if our plan is self-funded vs fully-funded as it relates to the HCAO minimum standards?

No, it does not.

5) How do I calculate the actuarial value of a plan?

Employers can request that your broker provide the actuarial value of the plan in question, or you can also use the CMS Actuarial Value Calculator ([AV Calculator](#)), which is designed to give an estimate of the actuarial value for a given plan design. Please ensure you use the calculator of the corresponding year you're seeking compliance for (i.e., 2025 AV Calculator is used to calculate the AV of a 2025 health plan).

Services Covered

- 6) **If our plan is written out of another state, what can we do to comply with the coverage requirements under standard 16 regarding the CA benchmark plan?**

Employers can get a rider for the services not currently covered or get a plan written in CA.

- 7) **Are quantity limits allowed on services that are in the CA benchmark plan?**

Please refer to the CA benchmark plan for allowable quantitative limitations on services. For example, bariatric services cannot have quantitative limitations as specified under the CA Benchmark Plan: [Link](#)

- 8) **Does an employer need to offer pediatric vision and dental coverage as part of the HCAO?**

Given that the HCAO only requires adult coverage, plans do not need to include these benefits.

- 9) **Are adult vision exams required? They are part of the benchmark plan but are not EHBs, so wanted to double check.**

Routine eye exams for adults must be covered. Under the HCAO and HAO, plans must provide the full set of covered benefits defined by the California EHB Benchmark plan, and routine eye exams are a covered service.

- 10) **What weight loss drugs must be covered by HCAO compliant health plans?**

Under the HCAO Minimum Standard #16, compliant plans must cover all services and Rx drugs listed in the CA EHB Plan. The plan, on [pp.9-13 of the CA EHB plan link](#), specifies which Rx's must be covered. If your plan covers the listed # of Rx in the category/class in the table, then it complies with Rx requirements.

The weight loss programs and interventions referenced by EHB plans (and CMS) are grounded in the [US Preventive Services Task Force](#), and generally more in the context of behavioral interventions. They are intentionally general and defer to the medical provider and their relationship with the patient to prescribe based on their clinical expertise. It does not require coverage of certain Rx drugs

Healthcare Accountability Ordinance (HCAO) vs. Healthcare Airport Ordinance (HAO)

- 11) **How do I know if I have to comply with the HCAO or HAO?**

The requirements under the HCAO are distinct from the Healthy Airport Ordinance (HAO). The HAO applies to employers at SFO with employees covered under the SFO Quality Standards Program (QSP).

More information on the HAO can be found here: sf.gov/information/understanding-healthy-airport-ordinance. For more info about whether your employees covered under the SFO QSP, contact 650-821-1103; gsp@flysfo.com.

If you are required to comply with the HAO requirements, you do not need to comply with the HCAO minimum standards.

12) Does the HAO plan supersede the HCAO? If a company has QSP and non-QSP employees, can they offer only the HAO compliant plan?

The HAO does not supersede the HCAO. If there are non-QSP employees that fall under the HCAO, then they would need to be offered an HCAO compliant plan. In many cases, HAO compliant plans comply with the HCAO minimum standards, but employers should still review plans for HCAO compliance in this circumstance.

HCAO Compliance Timeline

13) If our health insurance policy does not end until after the revised minimum standards become effective for 2025, will we be considered out of compliance?

No – the employer’s plan would still be compliant. A plan year that overlaps with the revised standards effective January 1, 2025 (i.e. plan year was July 1, 2024 to June 30, 2025), would only need to comply with the standards that were effective January 1, 2024. Any subsequent contract effective on or after January 1, 2025 will need to comply with the revised standards.

Common Clarifications about specific Minimum Standards	
Minimum Standard	Clarification
<p>1. Premium Contribution Employer pays 100% of the premium contribution.</p>	<ul style="list-style-type: none"> Refers <u>only to individual medical</u> coverage and not vision/dental. No money may come out of an employee’s paycheck to pay the premium contribution. Employer is only required to offer at least 1 HCAO compliant health plan for which the employer must pay 100% of the premium contribution for the covered employee. Employer has the discretion to offer any additional health plans for which there can be an option for employees to contribute to their premiums.
<p>2. Annual Out-of-Pocket Maximum <u>In-Network:</u></p> <ul style="list-style-type: none"> Employer must cover in-network out-of-pocket expenses up to 50 percent of plan’s annual out-of-pocket maximum. These expenses must be covered on a first-dollar basis. OOP Maximum must include all types of cost-sharing (deductible, copays, coinsurance, etc.). The plan’s out of pocket maximum cannot exceed the Federal out-of-pocket limit for a self-only coverage plan during the plan’s effective date. In 2025, the limit is \$9,200. <p><u>Out-of-Network:</u> Not specified.</p>	<ul style="list-style-type: none"> If a HRA or HSA is utilized to cover the employee’s in-network out-of-pocket expenses, there is no need to pre-fund the full out-of-pocket expenses amount. Employer may use a third-party administrator or other appropriate option to manage reimbursement of employees’ medical expenditures that count towards the in-network out-of-pocket expenses as long as employees’ protected health information remain private and confidential in accordance with state and federal laws. Employers are encouraged to discuss the optimal reimbursement mechanism with their benefits administrator. While not required, employers are strongly encouraged to provide an employer-funded mechanism, such as a pre-funded debit card, to beneficiaries to cover out-of-pocket expenses (e.g. copays) upfront. <i>Example of how standard would be applied to a health plan:</i> If a plan’s annual out-of-pocket maximum for in-network services is \$8,000, then the employer must cover the initial \$4,000 of the employees in-network health expenses that count towards the OOP Maximum.

Common Clarifications about specific Minimum Standards

Minimum Standard	Clarification
Medical Deductible <ul style="list-style-type: none">• <u>In-Network</u>: \$3,000 maximum.• <u>Out-of-Network</u>: Not specified.	<ul style="list-style-type: none">• The \$3,000 maximum limit is for an individual deductible.• A plan can have combined medical and prescription drug deductible. In this situation, the \$3,000 maximum would still apply to the combined deductible amount as long as the medical and prescription costs count toward the one total deductible.
16. Other Services <p>The full set of covered benefits is defined by the California EHB Benchmark plan.</p>	<ul style="list-style-type: none">• Although all gold- and platinum-tier health plans are considered automatically compliant under the HCAO Minimum Standards, they must still offer coverage for the full set of covered benefits as defined by the California EHB Benchmark plan.• Health plans offered by out-of-state contractors doing business with or in the City and County of San Francisco must provide coverage for the services covered by the California EHB Benchmark plan.

For more information



tinyurl.com/sfhcao



sf.gov/information/understand-health-care-accountability-ordinance



(628) 271-7517



Health Care Accountability Ordinance (HCAO) Declaration

What the Ordinance Requires. The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent or subsidiaries.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

Effect on City Contracting. For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO:

The Purpose of This Declaration. By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

To obtain more information regarding the HCAO, Visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-7903.

Where to Send this Form. Submit this form via San Francisco's centralized vendor portal sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442, Ext 1

Declaration

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

Date

Print Name

Bidder/Supplier # - if known

Company Name ()
Phone

Federal Employer ID #

San Francisco Labor Laws for City Contractors

Effective July 1, 2025

(Revised: June 2025)

Minimum Compensation Ordinance (MCO)

Wages and Paid Time Off (PTO)

For a company that has 5 employees or greater, anywhere in the world. Includes subcontractors.

Any employee who works on a City contract for services:

- **For-profit rate** is \$21.54/hour as of 7/1/25
- **Non-profit rate** is \$21.55/hour as of 7/1/25; \$23.00/hour as of 1/1/26
- **Public Entities rate** is \$22.00/hour as of 1/1/25; \$23.00/hour as of 1/1/26
- 0.04615 hours of Paid Time Off (PTO) per hour worked (can be used as vacation or sick leave, and is vested and cashed out at termination)
- 0.03846 hours of Unpaid Time Off per hour worked – allowed without consequence
- Employee must sign a “Know Your Rights” form
- Posting Requirement

Contact the MCO unit: mco@sfgov.org and (415) 554-7903

Health Care Accountability Ordinance (HCAO)

For a company that has > 20 workers (for profit)/ > 50 workers (nonprofit), anywhere in the world – Includes subcontractors

Any employee who works **at least 20 hours a week** on a City contract for services:

- Either:
 - A) Offer a compliant health plan with no premium charge to the employee. See Minimum Standards
 - OR
 - B) Pay \$7.50* per hour to SF General Hospital (not Healthy San Francisco and not a benefit to employees)
 - OR
 - C) Pay \$7.50* per hour to covered employee. N/A to SFO and San Bruno Jail locations. Employee must live outside of SF and work on a City contract outside of SF. See HCAO for more details.
- Employee must sign a “Know Your Rights” form
- Posting Requirement

* Rate changes every July 1

Contact the MCO unit: hcao@sfgov.org and (415) 554-7903

For more information, or to sign up for email updates on the MCO and HCAO, visit our website: SF.GOV/OLSE

Health Care Security Ordinance (HCSO)

Any employee who works an average of 8 hours a week in the City of San Francisco (whether or not on a City contract) and is **not covered by the HCAO**:

- As of 1/1/2025, spend \$2.56* or \$3.85* (depending on your size) per hour on their health care (e.g. health insurance, or a contribution to Healthy San Francisco)
- Employee can only waive their rights:
 - o By signing an official HCSO voluntary waiver, and
 - o If they show they have insurance through another employer
- Posting Requirement

* Rate changes every January 1st

Contact the HCSO unit: hcsosf@sfgov.org and (415) 554-7892

Fair Chance Ordinance (FCO)

Hiring Process

- You may not ask about criminal background in a job application or at the start of the hiring process
- Job announcements must include language specified by the law
- You may inquire into criminal background after an interview or once a conditional offer has been made
- If you intend to consider criminal background in your hiring decision, you must give the applicant the opportunity to provide evidence of rehabilitation or mitigating circumstances
- Posting Requirement

Contact the FCO unit: fco@sfgov.org and (415) 554-5192

Office of Labor Standards and Enforcement (OLSE)

City Hall Room, 430

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

Please Post Where Employees Can Read It Easily

CITY AND COUNTY OF SAN FRANCISCO



NOTICE TO EMPLOYEES – JULY 1, 2025

Minimum Compensation Ordinance

This employer is a contractor with the City and County of San Francisco. This contract agreement is subject to the Minimum Compensation Ordinance (MCO). If under this contract agreement you perform any work funded under an applicable contract, you must be provided no less than the Minimum Compensation outlined below.

THESE ARE YOUR RIGHTS . . .

1. Minimum Hourly Compensation:

For contracts entered into or amended on or after October 14, 2007

- For-Profit Rate is **\$21.54/hour** effective 7/1/25
- Non-profits is **\$21.55/hour** effective 7/1/25; **\$23.00/hour** effective 1/1/26
- Public Entities is **\$22.50/hour** effective 7/1/25; **\$23.00/hour** effective 1/1/26
- Rates subject to change; your employer must pay the then-current rate posted on the OLSE web site: <https://sf.gov/information/understanding-minimum-compensation-ordinance>

For contracts entered into prior to October 14, 2007

- For work performed within the City Of S.F.: SF Minimum Wage (\$19.18/hour effective 7/1/25)
- For work performed outside of S.F.: \$16.50/hour

2. Paid Days Off:

- 12 paid days off per year for vacation, sick leave, or personal necessity
- The paid days off for part-time employees are prorated based on hours worked

3. Unpaid Days Off:

- 10 unpaid days off per year
- Unpaid days off for part-time employees are prorated based on hours worked

IF YOU BELIEVE YOUR RIGHTS ARE BEING VIOLATED CONTACT THE OFFICE OF LABOR STANDARDS ENFORCEMENT AT (415) 554-7903.

Office of Labor Standards Enforcement (OLSE)

City Hall, Room 430

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

<https://sf.gov/information/understanding-minimum-compensation-ordinance>



Minimum Compensation Ordinance (MCO)
KNOW YOUR RIGHTS – JULY 1, 2025

This notice is intended to inform you of your rights under the Minimum Compensation Ordinance (MCO). The MCO requires your employer to provide a prescribed minimum level of compensation be paid to employees of (1) contractors and their subcontractors providing services to the City and County; (2) public entities whose boundaries are coterminous with the City and County who have city contracts; and, (3) tenants and subtenants on Airport property and their subcontractors. The Office of Labor Standards Enforcement (OLSE) is charged with enforcing the MCO. You will be asked to sign this document after you have reviewed the following information. Do not sign this document unless you fully understand your rights under this law.

THE MCO REQUIREMENTS

1. Minimum Hourly Wage

- For-Profit Rate is **\$21.54/hour effective 7/1/25**
- Non-profits is **\$21.55/hour effective 7/1/25; \$23.00/hour effective 1/1/26**
- Public Entities rate is **\$22.50/hour effective 7/1/25; \$23.00/hour effective 1/1/26**
- For contracts entered into prior to October 14, 2007, the rate for work performed within the City of S.F. is the San Francisco minimum wage (\$19.18/hour effective July 1, 2025). The rate for work performed outside of S.F. is \$16.50/hour.
- Rates are subject to change. Your employer is obligated to keep informed of the requirements and to notify employees in writing of any adjustment to the MCO wage.

2. Paid Days Off

- 12 paid days off per year for vacation, sick leave or personal necessity
- The paid days off for part-time employees are prorated based on hours worked

3. Unpaid Days Off

- 10 unpaid days off per year
- Unpaid days off for part-time employees are prorated based on hours worked
- Temporary and casual employees are not eligible for unpaid time off

RETALIATION PROHIBITED

Your employer may not retaliate against you or any other employee for trying to learn more about the MCO or exercising your rights under the law. If you believe that you have been discriminated or retaliated against for inquiring about or exercising your rights under the MCO, contact the OLSE at (415) 554-7903 to file a MCO complaint.

Do not sign this document unless you fully understand your rights under this law. If you have any questions about your employer’s responsibilities or your rights under this Ordinance, contact the OLSE at (415) 554-7903 or visit <https://sf.gov/information/understanding-minimum-compensation-ordinance> for more information about this law.

Print Name of Employee: _____

Signature of Employee: _____ Date: _____

Para asistencia en Español, llame al (415) 554-7903

需要中文幫助，請電 (415) 554-7903

For a complete copy of the Minimum Compensation Ordinance, visit <https://sf.gov/information/understanding-minimum-compensation-ordinance>.

CITY AND COUNTY OF SAN FRANCISCO



NOTICE TO EMPLOYEES – JULY 1, 2025

Health Care Accountability Ordinance

This employer is a contractor with the City and County of San Francisco. This contract agreement is subject to the Health Care Accountability Ordinance (HCAO). The HCAO requires your employer to provide health plan benefits to covered employees, make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to employees. **If you work at least 20 hours per week on a City contract, you are a covered employee and your employer must choose one of the following options:**

1. PROVIDE YOU WITH A HEALTH PLAN THAT MEETS THE MINIMUM STANDARDS OUTLINED BY THE DIRECTOR OF PUBLIC HEALTH

- Your employer cannot require you to contribute any amount towards the premiums for health plan coverage for yourself.
- Coverage must begin no later than the first of the month that begins after 30 days from the start of employment on a covered contract.

OR

2. PAY \$7.50 PER HOUR WORKED TO THE CITY & COUNTY OF SAN FRANCISCO

- If you live within the City and County of San Francisco or work on a City contract within the City, the San Francisco Airport, or the San Bruno Jail, and your employer does not provide a health plan that meets the Minimum Standards, your employer must pay \$7.50/hour for every hour you work (up to 40 hours a week) to the City and County of San Francisco.

OR

3. PAY AN ADDITIONAL \$7.50 PER HOUR WORKED TO THE EMPLOYEE

- If you live outside the City and County of San Francisco and work on a City contract located outside of the City, and not at the San Francisco Airport or at the San Bruno Jail and your employer does not provide a health plan that meets the Minimum Standards, your employer must pay you an additional \$7.50/hour for every hour you work (up to 40 hours a week) to enable you to obtain health insurance coverage.

IF YOU BELIEVE YOUR RIGHTS ARE BEING VIOLATED CONTACT THE OFFICE OF LABOR STANDARDS ENFORCEMENT AT (415) 554-7903.

Office of Labor Standards Enforcement (OLSE)

City Hall, Room 430

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

<https://sf.gov/information/understand-health-care-accountability-ordinance>



Health Care Accountability Ordinance (HCAO)
KNOW YOUR RIGHTS – JULY 1, 2025

Revised 5/28/2025

This notice is intended to inform you of your rights under the Health Care Accountability Ordinance (HCAO). The HCAO requires your employer to provide health insurance to you. Your employer can do this by enrolling you in a health plan, by making payments to the City, or, under limited circumstances, by making payments directly to you. The Office of Labor Standards Enforcement (OLSE) is charged with enforcing this Ordinance. You will be asked to sign this document after you have reviewed the following information. Do not sign this document unless you fully understand your rights under this law.

THE HCAO COMPONENTS

- I. If you live in San Francisco (regardless of where you work) or if you work in San Francisco, at the San Francisco Airport, or at the San Bruno Jail, your employer must:
 - A. Offer you health coverage that meets the Minimum Standards starting on the first day of the month following 30 calendar days after your first day of work*; **OR**
 - B. For each month in which you averaged at least 20 hours of work per week, pay the City \$7.50 per hour for each hour you work, up to 40 hours or \$300 per week.

- II. If you do not live in San Francisco and do not work in San Francisco, at the San Francisco Airport, or at the San Bruno Jail, your employer must:
 - A. Offer you health coverage that meets the Minimum Standards starting on the first day of the month following 30 calendar days after your first day of work*; **OR**
 - B. For each month in which you averaged at least 20 hours of work per week, pay you \$7.50 per hour for each hour you work, up to 40 hours or \$300 per week, so that you can obtain health insurance coverage on your own.

**Note that your employer must offer at least one plan that does not require you to contribute any amount towards the cost of premiums for health plan coverage for yourself.*

EXEMPTIONS FROM COVERAGE

Certain categories of employees, including but not limited to students, trainees, and employees of employers subject to Prevailing Wage requirements, are exempt under the HCAO. For more information, go to <https://sf.gov/information/understand-health-care-accountability-ordinance> or call (415) 554-7903.

VOLUNTARY WAIVER OF COVERAGE

Employees may refuse health coverage offered by an employer if the employee signs the Voluntary Waiver Form. Employees may revoke this voluntary waiver at any time.

RETALIATION PROHIBITED

Your employer may not retaliate against you or any other employee for trying to learn more about the HCAO or exercising your rights under the law. If you believe that you have been discriminated or retaliated against for inquiring about or exercising your rights under the HCAO, contact the OLSE at (415) 554-7903 to file an HCAO complaint.

Do not sign this document unless you fully understand your rights under this law. If you have any questions about your employer’s responsibilities or your rights under this Ordinance, contact the OLSE at (415) 554-7903 or visit <https://sf.gov/information/understand-health-care-accountability-ordinance> for more information about this law.

Name of Employee _____ Date _____

Signature of Employee _____

Para asistencia en Español, llame al 554-7903
需要中文幫助，請電 554-7903

NOTE: For a complete copy of the Health Care Accountability Ordinance or the Minimum Standards, visit <https://sf.gov/information/understand-health-care-accountability-ordinance>



City and County of San Francisco
 London N. Breed
 Mayor

San Francisco Department of Public Health
 Grant Colfax, MD
 Director of Health

San Francisco Health Care Accountability Ordinance (HCAO) Minimum Standards – Effective January 1, 2025

The following minimum standards are effective January 1, 2025. Health plans deemed compliant with the HCAO must either:

- (1) Meet all 16 minimum standards as described below, **OR**
- (2) Be a gold- and platinum-level plan written in California (or actuarial value of at least 76%), where:
 - A. the employer covers 100 percent of both the plan premium and medical services deductible. Employers may use any health savings/reimbursement product that supports coverage of the medical deductible; and
 - B. the plan covers all required covered services minimum standards (5, 8-16).

Note that the requirements under the HCAO are distinct from the Healthy Airport Ordinance (HAO). More information on the HAO can be found here: sf.gov/information/understanding-healthy-airport-ordinance

Benefit Requirement	Minimum Standard
1. Premium Contribution	Employer pays 100 percent.
2. Annual OOP Maximum	<p><u>In-Network:</u></p> <ul style="list-style-type: none"> • Employer must cover in-network out-of-pocket expenses up to 50 percent of plan’s annual out-of-pocket maximum. These expenses must be covered on a first-dollar basis. • Employers may use any health savings or reimbursement product that supports compliance with this minimum standard. • OOP Maximum must include all types of cost-sharing (deductible, copays, coinsurance, etc.). • The plan’s out of pocket maximum cannot exceed the Federal out-of-pocket limit for a self-only coverage plan during the plan’s effective date. In 2025, the limit is \$9,200. <p><u>Out-of-Network:</u> Not specified.</p>
3. Medical Deductible	<ul style="list-style-type: none"> • <u>In-Network:</u> \$3,000 maximum. • <u>Out-of-Network:</u> Not specified.
4. Prescription Drug Deductible	<ul style="list-style-type: none"> • <u>In-Network:</u> \$400 maximum. • <u>Out-of-Network:</u> Not specified.
5. Prescription Drug Coverage	<ul style="list-style-type: none"> • Plan must provide drug coverage, including coverage of brand-name drugs.
6. Coinsurance Percentages	<ul style="list-style-type: none"> • <u>In-Network:</u> 55 percent/ 45 percent. • <u>Out-of-Network:</u> 50 percent/50 percent.

Benefit Requirement	Minimum Standard
7. Copayment for Primary Care Provider Visits	<ul style="list-style-type: none"> • <u>In-Network</u>: \$65 per visit. When coinsurance is applied See Benefit Requirement #6. • <u>Out-of-Network</u>: Not specified.
8. Preventive & Wellness Services	<ul style="list-style-type: none"> • <u>In-Network</u>: Provided at no cost, per ACA rules. • <u>Out-of-Network</u>: Subject to the plan's out-of-network fee requirements. <p>These services are standardized by federal ACA rules at no charge to the member. The California EHB Benchmark Plan outlines the types of preventive services that are required.</p>
9. Pre/Post-Natal Care	<ul style="list-style-type: none"> • <u>In-Network</u>: Scheduled prenatal exams and first postpartum follow-up consult is covered without charge, per ACA rules. • <u>Out-of-Network</u>: Subject to the plan's out-of-network fee requirements. <p>These services are standardized by federal ACA rules at no charge to the member. The California EHB Benchmark Plan outlines the types of pre- and post-natal services that are required.</p>
10. Ambulatory Patient Services (Outpatient Care)	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: <ul style="list-style-type: none"> ○ Primary Care Provider: See Benefit Requirement #7. ○ Specialty visits: Not specified.
11. Hospitalization	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: Not specified.
12. Mental Health & Substance Use Disorder Services, including Behavioral Health	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: Not specified.
13. Rehabilitative & Habilitative Services	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: Not specified.
14. Laboratory Services	<ul style="list-style-type: none"> • When coinsurance is applied See Benefit Requirement #6. • When copayments are applied for these services: Not specified.
15. Emergency Room Services & Ambulance	<ul style="list-style-type: none"> • Limited to treatment of medical emergencies. The in-network deductible, copayment, and coinsurance also apply to emergency services received from an out-of-network provider.
16. Other Services	<ul style="list-style-type: none"> • The full set of covered benefits is defined by the California EHB Benchmark plan.



City and County of San Francisco
London N. Breed
Mayor

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

Office of Policy and Planning

2025-2026 Healthcare Accountability Ordinance (HCAO) Minimum Standards: Frequently Asked Questions and Common Clarifications

1) Does the HCAO require that coverage be offered for the individual employee and their dependent(s)?

No, the HCAO only requires that medical insurance be offered to the individual worker.

2) Since an employer only has to offer one (1) compliant plan, do other additional plans have to be HCAO compliant?

A covered employer is only required to offer one (1) compliant plan at no charge to the employee. If they choose to offer additional plans, these plans do not have to meet all the minimum standards, and they can be administered as the employer so chooses.

For example, after offering the compliant plan at no charge, the employer can also:

- offer a plan with different benefits that do not meet the minimum standards; or
- offer a plan that requires an employee premium contribution

3) If an employer pays the HCAO fee instead of offering a compliant plan, does that count as insurance? Does the employee benefit directly from the fee payment?

Paying the HCAO fee does not count as insurance, and where an employer needs to pay the fee depends on the location of where the employee's work is performed:

- If the employee performs works on a City contract within the City, the San Francisco Airport, or the San Bruno Jail, the fee is paid to the Department of Public Health. These payments are not a benefit to employees and the fees paid are to meet the HCAO compliance's requirement if the employee does not offer a HCAO complaint health plan to the covered employee.
- If the employee performs work on a City contract outside the City and County of San Francisco, the fee is paid to the employee. These payments to the employee are a direct benefit to the employee.

Contact the Office of Labor Standards Enforcement (OLSE) at hcao@sfgov.org for more questions about the fee, best practices on implementation of the above, and how to make a payment instead of offering a compliant plan.

4) Does it matter if our plan is self-funded vs fully-funded as it relates to the HCAO minimum standards?

No, it does not.

5) How do I calculate the actuarial value of a plan?

Employers can request that your broker provide the actuarial value of the plan in question, or you can also use the CMS Actuarial Value Calculator ([AV Calculator](#)), which is designed to give an estimate of the actuarial value for a given plan design. Please ensure you use the calculator of the corresponding year you're seeking compliance for (i.e., 2025 AV Calculator is used to calculate the AV of a 2025 health plan).

Services Covered

- 6) **If our plan is written out of another state, what can we do to comply with the coverage requirements under standard 16 regarding the CA benchmark plan?**

Employers can get a rider for the services not currently covered or get a plan written in CA.

- 7) **Are quantity limits allowed on services that are in the CA benchmark plan?**

Please refer to the CA benchmark plan for allowable quantitative limitations on services. For example, bariatric services cannot have quantitative limitations as specified under the CA Benchmark Plan: [Link](#)

- 8) **Does an employer need to offer pediatric vision and dental coverage as part of the HCAO?**

Given that the HCAO only requires adult coverage, plans do not need to include these benefits.

- 9) **Are adult vision exams required? They are part of the benchmark plan but are not EHBs, so wanted to double check.**

Routine eye exams for adults must be covered. Under the HCAO and HAO, plans must provide the full set of covered benefits defined by the California EHB Benchmark plan, and routine eye exams are a covered service.

- 10) **What weight loss drugs must be covered by HCAO compliant health plans?**

Under the HCAO Minimum Standard #16, compliant plans must cover all services and Rx drugs listed in the CA EHB Plan. The plan, on [pp.9-13 of the CA EHB plan link](#), specifies which Rx's must be covered. If your plan covers the listed # of Rx in the category/class in the table, then it complies with Rx requirements.

The weight loss programs and interventions referenced by EHB plans (and CMS) are grounded in the [US Preventive Services Task Force](#), and generally more in the context of behavioral interventions. They are intentionally general and defer to the medical provider and their relationship with the patient to prescribe based on their clinical expertise. It does not require coverage of certain Rx drugs

Healthcare Accountability Ordinance (HCAO) vs. Healthcare Airport Ordinance (HAO)

- 11) **How do I know if I have to comply with the HCAO or HAO?**

The requirements under the HCAO are distinct from the Healthy Airport Ordinance (HAO). The HAO applies to employers at SFO with employees covered under the SFO Quality Standards Program (QSP).

More information on the HAO can be found here: sf.gov/information/understanding-healthy-airport-ordinance. For more info about whether your employees covered under the SFO QSP, contact 650-821-1103; gsp@flysfo.com.

If you are required to comply with the HAO requirements, you do not need to comply with the HCAO minimum standards.

12) Does the HAO plan supersede the HCAO? If a company has QSP and non-QSP employees, can they offer only the HAO compliant plan?

The HAO does not supersede the HCAO. If there are non-QSP employees that fall under the HCAO, then they would need to be offered an HCAO compliant plan. In many cases, HAO compliant plans comply with the HCAO minimum standards, but employers should still review plans for HCAO compliance in this circumstance.

HCAO Compliance Timeline

13) If our health insurance policy does not end until after the revised minimum standards become effective for 2025, will we be considered out of compliance?

No – the employer’s plan would still be compliant. A plan year that overlaps with the revised standards effective January 1, 2025 (i.e. plan year was July 1, 2024 to June 30, 2025), would only need to comply with the standards that were effective January 1, 2024. Any subsequent contract effective on or after January 1, 2025 will need to comply with the revised standards.

Common Clarifications about specific Minimum Standards	
Minimum Standard	Clarification
<p>1. Premium Contribution Employer pays 100% of the premium contribution.</p>	<ul style="list-style-type: none"> Refers <u>only to individual medical</u> coverage and not vision/dental. No money may come out of an employee’s paycheck to pay the premium contribution. Employer is only required to offer at least 1 HCAO compliant health plan for which the employer must pay 100% of the premium contribution for the covered employee. Employer has the discretion to offer any additional health plans for which there can be an option for employees to contribute to their premiums.
<p>2. Annual Out-of-Pocket Maximum <u>In-Network:</u></p> <ul style="list-style-type: none"> Employer must cover in-network out-of-pocket expenses up to 50 percent of plan’s annual out-of-pocket maximum. These expenses must be covered on a first-dollar basis. OOP Maximum must include all types of cost-sharing (deductible, copays, coinsurance, etc.). The plan’s out of pocket maximum cannot exceed the Federal out-of-pocket limit for a self-only coverage plan during the plan’s effective date. In 2025, the limit is \$9,200. <p><u>Out-of-Network:</u> Not specified.</p>	<ul style="list-style-type: none"> If a HRA or HSA is utilized to cover the employee’s in-network out-of-pocket expenses, there is no need to pre-fund the full out-of-pocket expenses amount. Employer may use a third-party administrator or other appropriate option to manage reimbursement of employees’ medical expenditures that count towards the in-network out-of-pocket expenses as long as employees’ protected health information remain private and confidential in accordance with state and federal laws. Employers are encouraged to discuss the optimal reimbursement mechanism with their benefits administrator. While not required, employers are strongly encouraged to provide an employer-funded mechanism, such as a pre-funded debit card, to beneficiaries to cover out-of-pocket expenses (e.g. copays) upfront. <i>Example of how standard would be applied to a health plan:</i> If a plan’s annual out-of-pocket maximum for in-network services is \$8,000, then the employer must cover the initial \$4,000 of the employees in-network health expenses that count towards the OOP Maximum.

Common Clarifications about specific Minimum Standards

Minimum Standard	Clarification
Medical Deductible <ul style="list-style-type: none">• <u>In-Network</u>: \$3,000 maximum.• <u>Out-of-Network</u>: Not specified.	<ul style="list-style-type: none">• The \$3,000 maximum limit is for an individual deductible.• A plan can have combined medical and prescription drug deductible. In this situation, the \$3,000 maximum would still apply to the combined deductible amount as long as the medical and prescription costs count toward the one total deductible.
16. Other Services <p>The full set of covered benefits is defined by the California EHB Benchmark plan.</p>	<ul style="list-style-type: none">• Although all gold- and platinum-tier health plans are considered automatically compliant under the HCAO Minimum Standards, they must still offer coverage for the full set of covered benefits as defined by the California EHB Benchmark plan.• Health plans offered by out-of-state contractors doing business with or in the City and County of San Francisco must provide coverage for the services covered by the California EHB Benchmark plan.

For more information



tinyurl.com/sfhcao



sf.gov/information/understand-health-care-accountability-ordinance



(628) 271-7517

ATTACHMENT “H”

First Source Workforce Projection Form and Fact Sheet

Proposers must complete and submit the required First Source Workforce Projection Form and Fact Sheet at <https://www.sf.gov/comply-first-source-hiring-program>.

Upon successful submission, Proposers will receive a copy of the completed form via email.

A copy of this form must be included in the proposal as Attachment H to verify that the form was submitted correctly and on time.

Comply with the First Source Hiring Program

Learn about program requirements and how to hire talent for an entry-level job opening.

What to do



What to do

1. Check requirements

You must comply with the First Source Hiring Program if:

- Your business has a lease with the City on City Property
- Your business has a City contract for goods, services, grants, or loans over \$50,000
- Your business has a City-issued construction contract over \$350,000
- Your business is cannabis-related
- You have a special project that is:
 - Required by the Board of Supervisors, and
 - Administered by the Office of Economic & Workforce Development (OEWD)
- You are a developer with building permits for a residential project over 10 units. All employers must be engaged in commercial activity in the development project.
- You have a building permit application for a commercial activity that:
 - Is over 25,000 square feet, and
 - Involves construction that includes entry and apprentice-level positions

2. Contact us

Contact the Office of Economic & Workforce Development's (OEWD) Employer Services team to discuss your hiring needs.

Employer Services

employer.services@sfgov.org

3. Register with WorkforceLinkSF

[Register](#)

4. Recruit for open positions

After you have registered with WorkforceLinkSF, a specialist will follow up with additional resources and services to help you recruit and promote your open positions.

Special cases

First Source requirements for construction —

OEWD's [CityBuild](#) construction training program handles First Source compliance for:

- Construction contracts over \$350,000
- Some private developments

Contact us at **628-652-8400** and ask to speak with one of our CityBuild Compliance Officers.

Penalties for non-compliance +

Forms, fact sheets and other helpful information

The forms listed below are for not comprehensive. You may need to refer to other documents and forms for specific contracts, leases, and/or other San Francisco-related business investments.

[First Source Workforce Projection Form and Fact Sheet](#)

[Exhibit B-1 First Source Hiring Agreement](#)

[Exhibit B-2 First Source Hiring Agreement - Cannabis](#)

[First Source Hiring Agreement - Film Commission](#)

[Application for Exception from First Source Hiring Program](#)

The First Source Hiring Program provides a ready supply of qualified workers to employers with hiring needs. It gives residents in need the first opportunity to apply for entry level jobs in San Francisco.

Related

[Get job and career services](#)

Get help



Phone

First Source Hiring Program

[628-652-8400](tel:628-652-8400)



Email

OEWD Employer Services

employer.services@sfgov.org

Partner agencies

[Office of Economic and Workforce Development](#)

[Workforce Development Division](#)

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Department:	DPH-SFHN
Sourcing Event ID:	SFGOV-0000011781
Event Title	On Demand, Non-Emergency Ambulance Transportation Services
Proposer's Name:	
Instructions:	<p>The cost proposal rates must be provided in the highlighted cells below:</p> <p>Proposal rates must be all inclusive, contract defined per ride rates that cover all costs, including the transfer base rate, waiting time, specialty care, staff salaries, training, certifications, licensure, and any other expenses related to the Contractor's personnel.</p>

Note: The proportion measure provided by the City is for evaluation purposes only and does not guarantee any minimum amount of work. The information submitted by the Proposer is used solely for bid comparison and does not determine the final contract value.

Billing Code	Ambulance Services	Total Portion Measure All-Inclusive Rate (\$ per Ride)	Proportion Measure	Estimated Proportion Measure as Percentage	Total Est Proposed Proportion Cost
	[A]	[B]	[C]	D = [C] / Total Proportion Measure	[E] = [B] * [C]
A0428	Basic Life Support (BLS)		800.00	52%	\$0.00
A0426	Advanced Life Support (ALS)		150.00	10%	\$0.00
A0434	Specialty / Critical Care Transport (CCT)		300.00	19%	\$0.00
A0425	Mileage (\$ per mile)		300.00	19%	\$0.00
TOTAL			1,550.00	100%	\$0.00

SECTION 8 – SAMPLE AGREEMENT

Note: This Agreement must be reviewed by Proposers for acceptance during the RFP process, and any change requests or questions must be submitted during the question-and-answer period outlined in the RFP. The City will not accept any changes to the agreement after the question period is closed. **Proposals submitted with exceptions to scope and agreement terms will not be moved forward in the evaluation process.**

Any contract exceptions must be submitted as a separate Word document or attachment.

Each exception must follow this format:

- a. State the original contract term as written.
- b. Provide the proposed revised contract term, with:
 - Added language in **bold and highlighted in yellow**
 - Deleted language shown using ~~red-strikethrough~~

Failure to follow this format may result in the exception not being considered.

ATTACHMENT “J”
CITY’S CONTRACT TERMS

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

[Insert name of contractor]

[Insert agreement number (if applicable)]

[Insert agreement title or brief description]

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RFP SFGOV- 0000011781
**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco, State of California, by and between [name of Contractor] (“Contractor”) and the City and County of San Francisco (“City”), acting by and through its Department of Public Health.

Recitals

WHEREAS, the Department of Public Health (“DPH” or “City”) wishes to procure professional services from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled On-Demand, Non-Emergency Ambulance Transportation Services issued through Sourcing Event ID SFGOV-0000011781; and

WHEREAS, this is an agreement for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver 14BPREDID0002922; and

WHEREAS, approval for the Agreement was obtained on May 4, 2026 from the Civil Service Commission under PSC number DHRPSC0006145 which authorizes the award of multiple agreements, the total value of which cannot exceed \$4,431,540.00 and the individual duration of which cannot exceed [insert number of years]; 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 **“Appendices”** means the appendices listed in Article 14 (“Appendices”) herein.
- 1.3 **“Artificial Intelligence” or “Artificial Intelligence Model”** means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.
- 1.4 **“Artificial Intelligence System”** means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

RFP SFGOV- 0000011781
**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

- 1.5 **“Business Associate”** or “BAA” has the meaning given to such term under HIPAA and its implementing regulations, including 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103, as may be amended from time to time.
- 1.6 **“City”** means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the Department of Public Health.
- 1.7 **“City Data”** means, all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.
- 1.8 **“CMD”** means the Contract Monitoring Division of the City.
- 1.9 **“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. Confidential Information includes, without limitation, City Data.
- 1.10 **“Contractor”** means [insert name and address of contractor].
- 1.11 **“Deliverable Data”** means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.
- 1.12 **“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.
- 1.13 **“Generative Artificial Intelligence”** means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence’s training data.
- 1.14 **“Health Care Component”** has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.
- 1.15 **“Hybrid Entity”** has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.
- 1.16 **“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.
- 1.17 **“Party” and “Parties”** means City and Contractor either individually or collectively.

- 1.18 **“Personal Identifiable Information (PII)”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.
- 1.19 **“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 [insert Contractor’s start date] and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.
- 2.2 **Options to Extend.** City has the option to renew the Agreement for a period of [enter number of 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.

Option 1: MMDDYY-MMDDYY

Option 2: MMDDYY-MMDDYY

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.

RFP SFGOV- 0000011781
**ON DEMAND, NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

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 services.

3.3 **Compensation.**

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed [insert whole dollar amount in numbers and words], 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 **Invoicing.** Contractor shall invoice the City for the [Commodities/Services] provided under this Agreement on a timely basis, and in no event later than [30] days after delivery of the [Commodities/Services] or as specified in Appendix B, Calculation of Charges, except for the last invoice of the fiscal year which must be submitted within [15] days before the end of July. Invoices submitted by Contractor 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 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if

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applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved (LBE Payment and Utilization Tracking System).

3.3.6 Grant Funded Contracts.

(a) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to City. As part of the terms of receiving the funds, City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix [insert the appendix letter], "Grant Terms." To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(b) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor's non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

(c) **Subgrantees.** Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

3.3.7 Payment Terms.

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

(b) **Payment Discount Terms.** The Payment Discount Terms for this Agreement are as follows: [] %/[] Days, Net []. The Payment Discount period begins upon date of completion of delivery of the Services on a purchase order for which payment is sought, or upon date of receipt of properly prepared invoices covering such items, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, 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.

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

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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. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$1,000,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

3.4.2 If Contractor expends less than \$1,000,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

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

3.6 **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 Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, “Covered Services”), all of 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.

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, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City’s Office of Labor Standards and Enforcement (“OLSE”) and are on file at the Department’s principal office or at the job site and shall be made available to any interested party on request.

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 for such labor and services.

3.6.4 **Job Site Notices and Records.** Contractor shall prominently post at each job site a sign informing employees that the work is subject to the City’s Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

3.6.5 **Payroll Records.** Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. 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.

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 using OLSE’s certified payroll reporting system. 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 OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with 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, and (ii) OLSE may audit such records of Contractor and any subcontractors 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(h), as amended from time to time, and San Francisco Labor and Employment Code Article 101 through 107, 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 the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. 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.

Article 4 Services and Resources

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

4.2 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services for which it is contracted to provide through this Agreement, 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,

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including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

4.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below and/or in appendices.

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

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

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement

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

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

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in Appendix A, "Scope of Services," City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of **[insert whole dollar amount in words and numbers -- no pennies and no ".00"]** per calendar day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

4.8 **Performance Bond.** The Contractor is required to furnish a performance bond in a form acceptable to City, in a sum of not less than **[insert bonding level]** of the annual

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amount of the contract to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

4.9 **Fidelity Bond or Crime Insurance.** Contractor shall maintain throughout the term of this Agreement, at no expense to City, a fidelity bond or a crime policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than **[insert bond or insurance level]** and including City as obligee or loss payee as its interest may appear. If insurance coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement.

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$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).

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(f) Cyber and Privacy Liability Insurance with limits of not less than **\$2,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) RESERVED (Pollution Liability Insurance).

5.1.2 Additional Insured.

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

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

(c) RESERVED (Pollution Automobile Liability Insurance).

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 (The 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 the City email address: insurance-contractsrms410@sfdph.org.

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the

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

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

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

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

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

5.2 **Indemnification.**

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and

hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

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

5.2.3 Contractor shall indemnify, defend, 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 TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES AND CONTRACT NOT TO EXCEED AMOUNT", OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant

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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.

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

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

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

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

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

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

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

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

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

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

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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 **Payment Obligation.** City’s payment obligation under Section 8.1, “Termination for Convenience” 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.	10.3.6	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
Article 7	Payment of Taxes	Appendix E	Business Associate Agreement
10.3.5	Working with Minors		

(b) Contractor fails or refuses to perform the Services or 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 (10) days after written notice thereof from City to Contractor or from when Contractor otherwise becomes aware of the Event of Default. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, in addition to all other remedies available to City, 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.

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(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor’s property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City arising from the Event of Default and/or in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall also 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	9.1	Ownership of Results
3.3.6(b)	Grant Funded Contracts – Disallowance	9.2	Works for Hire

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3.4	Audit and Inspection of Records	11.7	Agreement Made in California; Venue
3.5	Submitting False Claims	11.8	Construction
Article 5	Insurance and Indemnity	11.9	Entire Agreement
6.1	Liability of City	11.10	Compliance with Laws
6.3	Liability for Incidental and Consequential Damages	11.11	Severability
Article 7	Payment of Taxes	Article 13	Data and Security
8.1.6	Payment Obligation	Appendix E	Business Associate Agreement
8.2.2	Default Remedies		

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. Promptly upon expiration of this Agreement, or promptly upon receipt by Contractor of notice of termination of this Agreement. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, 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

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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/%20.

10.2 Governmental Conduct Related Contractual Obligations.

10.2.1 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.

10.2.2 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.

10.2.3 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) 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.

10.3 Employment Related Contractual Obligations.

10.3.1 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of San Francisco

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Administrative Code Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.3.2 Minimum Compensation Ordinance. San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by 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.

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

10.3.4 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.

10.3.5 Working with Minors. Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95.

10.3.6 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

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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.

10.3.7 Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an ongoing drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the [Federal Drug-Free Workplace Act of 1988 \(41 U.S.C. § 701\)](#) or [California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.](#)

10.3.8 **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.

10.3.9 **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 Article 131.2.

10.4 **Environmental Related Contractual Obligations.**

10.4.1 **Packaged Water Prohibition.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

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

10.4.3 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment

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Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.4.4 **Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

RESERVED (Slavery Era Disclosure).

10.5 **Nonprofit Contractor Obligations.**

10.5.1 **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.

10.5.2 **RESERVED (Public Access to Nonprofit Records and Meetings).**

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 410 San Francisco, California 94102	e-mail: <CA e-mail>
And:	Program Person Section Address San Francisco, Ca, Zip	e-mail: <PM e-mail>
To CONTRACTOR:	Contractor Address City, State Zip	e-mail: <V e-mail>

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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 provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology (“ICT”) and/or Services provided under this Agreement.

11.2.3 Contractor shall adhere to the requirements of (i) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), (ii) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), (iii) Section 255 of the Communications Act Guidelines, (iv) the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>), and (v) the Web Content Accessibility Guidelines (WCAG) 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.

11.2.4 **Web and Mobile Content Accessibility** Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice’s Title II Rule on the accessibility of web content and mobile applications [Section 508 of the Rehabilitation Act of 1973, as amended \(29 U.S.C. Sec. 794d\), and the applicable Revised Section 508 Standards published by the U.S. Access Board \(<https://www.access-board.gov/ict/>\), as amended from time to time](#)]. Contractor shall ensure that all ICT provided under this Agreement fully conforms to the Department of Justice’s Title II rules and the applicable Revised 508 Standard, prior to delivery and before the City’s final acceptance of the Services and/or Deliverables.

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11.3 **Incorporation of Recitals.** The matters recited in the Recitals section of this Agreement are a substantive portion of this Agreement and are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all City records related to its formation, Contractor's performance of Services, and City's payment may be 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. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent (20%).

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. City may elect, in its sole discretion, to participate in informal dispute resolution proceedings. 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 Section 11.6.

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 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

11.8 **Entire Agreement.** This Agreement including the Appendices, sets forth the

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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.”

11.9 **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 applicable to 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.

11.10 **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.

11.11 **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.

11.12 **Order of Precedence.** If the Appendices to this Agreement include any Contractor terms, Contractor agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflict in language between City’s terms and Contractor’s terms, City’s terms shall take precedence. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

11.13 **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.

11.14 **No Third-Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

Article 12 Department Specific Terms

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

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

12.2 **Certification Regarding Lobbying.**

12.2.1 Contractor certifies to the best of its knowledge and belief that: No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

12.2.2 If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

12.2.3 Contractor shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

12.2.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12.3 **Materials Review.** Contractor agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. Contractor agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. City agrees to conduct the review in a manner which does not impose unreasonable delays on Contractor's work, which may include review by members of target communities.

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

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

12.5 **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 set forth in Appendix [G] incorporated herein by this reference.

12.6 **Contract Amendments; Budgeting Revisions.**

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

12.6.2 **City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to (1) purchase additional Services within the Statement of Work or (2) reallocate funding among the Services within the Statement of Work. Any change made under this Subsection 12.7.2 must not involve an

increase in the Maximum Cost or Amount Not to Exceed or a change to the Term of this Agreement, and must be approved in writing by both Parties, by a person with legal authority to bind their respective Party to its terms. Contractor shall not proceed with any work contemplated in any revision to program budget until Contractor receives written notification from City to commence such work. All revisions to program budget will become part of this Agreement, after written execution by the Parties, which will then form the new baseline upon which future changes will be measured.

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

For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement (“BAA”) that shall be attached to this Agreement as Appendix E, and incorporated as though fully set forth herein. Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Contractor, however, must still comply with any data privacy

and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2

13.4 **Management of City Data.**

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 **Use of Generative Artificial Intelligence in Deliverables.** Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City’s prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City’s rights in and to the Deliverables under Article 9, “Rights in Deliverables,” or the City Data confidentiality and security requirements under Article 13, “Data and Security,” of this Agreement.

13.4.3 **Disposition of City Data.** Except as otherwise provided for in this Agreement, upon City’s request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, 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 the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors’ environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal

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occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

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

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

13.8 **Cybersecurity Risk Assessment.** If a Cybersecurity Risk Assessment (“CRA”) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 14 Appendices

14.1 **Appendices.** The following appendices (“Appendices” in the plural and each an “Appendix” in the singular) are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- A: Scope of Services
- B: Calculation of Charges
- C: [insert title]

Article 15 MacBride And Signature

15.1 **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.

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

CITY

CONTRACTOR

Recommended by:

[company name]

San Francisco Department of Public Health

Supplier Number: [Supplier Number]

Approved as to Form:

David Chiu
City Attorney

By: _____
Deputy City Attorney

Approved:

Office of Contract Administration

Appendices

- Appendix A Scope of Services
- Appendix B Calculation of Charges
- Appendix C [insert title]

Appendix A
Scope of Services

1. Background

[insert text]

2. Scope. Contractor agrees to perform the following Services:

A.

1. ...

2. ...

i. ...

ii. ...

B.

3. Contract Administrator. [Program Person], is the City's Contract Administrator for this contract and the primary contact for the Contractor during the term of this Agreement.

4. Schedule. The Contractor shall complete all work by...

5. Compensation.

A. The Contractor shall be compensated based on Appendix B, Calculation of Charges.

B. Compliance with Grant Award Notices:

1. The Contractor recognizes that funding for this contract is provided to the City through federal, state or private foundation awards. The Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

2. The Contractor agrees that funds received by the Contractor from a source other than the City to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the City and deducted by Contractor from its billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated.

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

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If the Agreement was authorized under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

7. Evaluation.

- A. The Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. The Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.
- B. Agreements for the provision of services at San Francisco General or Laguna Honda Hospital and Rehabilitation Center, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or the to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.
- C. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within 30 working days. The Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

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

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

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

11. Client Fees and Third Party Revenue.

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- A. Fees required by federal, state or City laws or regulations to be billed to the client, client's family, or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Contract.
- B. Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City.

12. Hospital Agreement Requirements:

- A. Admission Policy. Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.
- B. San Francisco Residents Only. Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.
- C. Grievance Procedure. The Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.
- D. Infection Control, Health and Safety:
 - 1. The 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,

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immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

2. The Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
 3. The Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
 4. The Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
 5. The Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
 6. The Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
 7. The Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.
 8. The Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.
- E. Aerosol Transmissible Disease Program, Health and Safety:
1. The Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases as defined at the following site: <https://www.dir.ca.gov/Title8/5199.html>, and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.
 2. The Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible

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Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

3. The Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
 4. The 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.
- F. 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.
- G. 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"

13. Patient's Rights. All applicable Patients' Rights laws and procedures shall be implemented.

14. Under Utilization Reports. For any quarter that Contractor maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, Contractor shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

15. Quality Assurance. Contractor agrees to develop and implement a Quality Assurance Plan based on internal standards established by Contractor applicable to the Services as follows:

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- A. Staff evaluations completed on an annual basis.
- B. Personnel policies and procedures in place, reviewed and updated annually.
- C. Board Review of Quality Assurance Plan.

16. Performance Plan

Attachment 1 to this Appendix A sets forth the performance measuring requirements of this Agreement.

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

Contract Services

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

Contract Name	Services Provided	Measure Name	Metric (What data is being collected?)
Nor-Cal Medical Temp DELETE THIS EXAMPLE (ROW)	Pharmacy personnel	Orientation Check List Completed within 7 Days of First Contact	NUM: # of orientation checklists completed within 7 Days DENOM: # of orientation checklists completed
1.			
2.			

Please add more rows for additional contract measures.

**Appendix B
Calculation of Charges**

1. Method of Payment

Payment to Contractor shall be in accordance...

2. Program Budgets and Invoicing

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

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

Program Budget	Amount
Base Amount	\$XXXX
Contingency Amount	\$XXXX
Total Not to Exceed Amount	\$XXXX

B. Invoicing.

1. Invoices shall be in a form acceptable to the Contract Administrator, contain all requested information, and shall conform to the requirements specified in Section 3.3.4 of the Agreement.
2. The Contractor shall submit monthly invoices by the 15th working day of each month based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Appendix A, shall be billed at the agreed method of payment in this Appendix B each month.
3. A final closing invoice clearly marked "FINAL," shall be submitted no later than 45 calendar days following the closing date of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City.
4. The Contractor understands and agrees that should the City's maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, the Contractor shall expend such revenues in the provision of Services to Medi-Cal eligible clients in accordance with City, State, and Federal Medi-Cal

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regulations. Should the Contractor fail to expend budgeted Medi-Cal revenues herein, the City's maximum dollar obligation to the Contractor shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

5. The Contractor further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement.”

C. Contingency

The Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, contingency amount is included and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 12.7 Contract Amendments: Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

Appendix C
Reserved
Insurance Waiver

Appendix D
System Access Agreement
OR
Data Sharing Agreement

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

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TERMS AND CONDITIONS

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

SECTION 1 - “THIRD PARTY” CATEGORIES

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

SECTION 2 - DEFINITIONS

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

SECTION 3 – GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

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

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

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

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

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

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

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

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

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

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

SECTION 7 - DEPARTMENT’S RIGHTS

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

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

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

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

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

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

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

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

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

Attachment 1 to SAA
System Specific Requirements

I. For Access to Department Epic through Care Link the following terms shall apply:

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:
3. Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:

A. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at:
<https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

- a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

Appendix E
Business Associate Agreement

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

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

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

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



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b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

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

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

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

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

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

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

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

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

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or



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with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

2. Obligations of Business Associate.

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

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



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

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

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

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this



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BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

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

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

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



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

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

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

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

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



San Francisco Department of Public Health
Business Associate Agreement

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.

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

3. Termination.

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

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

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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



San Francisco Department of Public Health
Business Associate Agreement

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:		Contractor City Vendor ID	
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
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III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Attachment 3 to Appendix E

**Protected Information Destruction Order
Purge Certification - Contract ID #**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

Electronic Data: Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

Hard-Copy Data: Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

So Certified

Signature

Title:

Date: