

File No. 19140

Item No. 7

SUNSHINE ORDINANCE TASK FORCE
AGENDA PACKET CONTENTS LIST

Compliance and Amendments Committee

Date: January 26, 2021

- ☐ Petition/Complaint
- ☐ Memorandum - Deputy City Attorney
- ☐ Petitioner/Complainant Supporting Documents
- ☐ Respondent's Response
- ☐ Public Correspondence
- ☐ Order of Determination
- ☐ Minutes
- ☐ Administrator's Report
- ☐ No Attachments

Page: 1425
Page: 1427
Page: 1446
Page: 1415
Page: 1422
Page:
Page:

OTHER

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Completed by: C. Leger Date 1/21/21

*An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file.

**SUNSHINE ORDINANCE
TASK FORCE**



City Hall
1 Dr Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. (415) 554-7724
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**ORDER OF DETERMINATION
January 12, 2021**

DATE DECISION ISSUED
December 2, 2020

CASE TITLE – Stephen Malloy v. Department of Human Resources
(File No. 19140)

FACTS OF THE CASE

The following petition/complaint was filed with the Sunshine Ordinance Task Force (SOTF):

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

HEARING ON THE COMPLAINT

On September 15, 2020, the Complaint Committee acting in its capacity to hear petitions/complaints heard the matter.

Stephen Malloy (Petitioner) provided a summary of the complaint and requested the Committee to find a violation. Mr. Malloy stated that this matter began in November 2019. Mr. Malloy stated that he received six emails on November 14 which were heavily redacted. Mr. Malloy contends that the City Attorney's Office unlawfully requested that the Department of Human Resources not release any records. Mr. Malloy stated that his case is rooted in bias and discrimination. Mr. Malloy stated that this matter regards official misconduct of the City Attorney by clearly directing Human Resources to not release records or redact them correctly.

The Respondent was not present for the hearing and did not inform the SOTF Administrator of their absence.

The Committee referred the matter to the SOTF.

On December 2, 2020, the SOTF held a hearing to review the recommendation from Committee and/or to review the merits of the petition/complaint.

Stephen Malloy (Petitioner) provided a summary of the complaint and requested the Committee to find a violation. Mr. Malloy originally filed his original complaint in November 2019 and allowed an extension of time to respond on January 14, 2020. Mr. Malloy asked the SOTF go to page 2273 to see Human Resources' failure to cite the appropriate redaction laws. Mr. Malloy also noted pages 2287 – 2289 where there are other examples of improper redactions. Mr. Malloy also noted Sunshine and Brown Act violations because he was not provided records other than blacked out pages. Mr. Malloy specifically requested records showing meeting notices, texts and other things that should have been provided. Mr. Malloy stated that as an independent contractor with the City of San Francisco an investigation of discrimination should have been conducted against the Department of Public Health. Mr. Malloy asked for 67.34 violation of willful misconduct on Micki Callahan and the Department of Human Resources.

The Respondent was not present for the hearing and did not inform the Administrator of their absence.

Mr. Malloy stated he is aware that Department of Public Health employee Vien was advised by the City Attorney to not release any records. Mr. Malloy opined that the Department of Human Resources saw the order of the City Attorney. Mr. Malloy was never sent records that invoked attorney/client privilege. Mr. Malloy stated that Susan Gard and Micki Callahan were communicating about him and stated that they should meet and have that discussion. Mr. Malloy stated that the subject of the meeting was to conduct an investigation on Mr. Malloy.

Chair Wolfe noted that if UCSF was a contractor for hire. Chair Wolfe asked if they were meeting as a deliberative body or an advisory board or committee? Chair Wolfe believes that to be a Human Resources issue, however regarding the redactions, SOTF needs to determine if that record is public.

A question and answer period occurred. The parties were provided an opportunity for rebuttals.

Mr. Malloy stated that the subject of himself in relationship to the City is that Ms. Callahan established a local rule that you can be called "a nigger," and her office did nothing. Mr. Malloy stated that it was City policy that Ms. Callahan was not going to administer a claim. Mr. Malloy stated that City of San Francisco HR Director is more than capable to speaking to these issues which is indicative to the issue of wrongdoing. Mr. Malloy believes there is no excuse of not being able to articulate these issues and ask questions. Even if redaction must show legal citation and DHR is choosing not to do that.

Member Schmidt noted redaction does not look very good. Department of Human Resources may have attorney client communication that is not being produced but see a violation with those redactions.

FINDINGS OF FACT AND CONCLUSION OF LAW

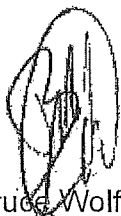
Based on the testimony and evidence presented, the SOTF found that the Department of Human Resources violated Administrative Code (Sunshine Ordinance), Sections 67.21(e)) for not sending an authorized representative to the hearing; 67.24(h) for deliberative process exemption; 67.26 by not keeping withholding to a minimum and 67.27 by not providing a footnote and key legal citations.

DECISION AND ORDER OF DETERMINATIONS

Action: Moved by Chair Wolfe, second by Member Hyland to find the Department of Human Resources violated Administrative Code, Sections 67.21(e) for not sending an authorized representative to the hearing; 67.24(h) for deliberative process exemption; 67.26 by not keeping withholding to a minimum and 67.27 by not providing a footnote and key legal citations. The SOTF ordered the Custodian of Records to comply with request and refer the matter to the Compliance and Amendments Committee for monitoring.

The motion PASSED by the following vote:

Ayes: 7 - Wolfe, Hyland, Hinze, LaHood, Yankee, Wong, Schmidt
Noes: 0 - None



Bruce Wolfe, Chair
Sunshine Ordinance Task Force

cc. Stephen Malloy (Petitioner/Complainant)
The Department of Human Resources (Respondent)



19140

SUNSHINE ORDINANCE TASK FORCE

1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102

Tel. (415) 554-7724; Fax (415) 554-7854

<http://www.sfgov.org/sunshine>

SUNSHINE ORDINANCE COMPLAINT FORM

Complainant Name (Optional)

Stephen Malloy

Date of Request:

2-10-20

Please identify the City Official(s) and/or Employee(s) against whom the complaint is being made:

Henry Voong Mick Callahan
Mawuli Tugbenyah

Please identify the Officials' and/or Employees' Board, Commission, Task Force, Department or other type of agency:

DHR

Name of the Custodian of Records tasked with providing the requested information:

Henry Voong

- ☒ Alleged violation of public records access
- ☒ Alleged failure to provide information in a timely manner in accordance with the provisions of the Sunshine Ordinance
- ☒ Alleged violation of a public meeting
- Please indicate date of meeting if known

Dec 2018 to Present DaySunshine Ordinance Section(s) 67.21-67.24-67.26-67.27-67.34

21 Existence - form - Nature (If known, please cite specific provision(s) being violated)

vanity - subject & question - specificity

Please describe the alleged violation. Use additional paper if needed. Please attach any relevant documentation which supports your complaint.

26 Did not segregate redacted records - keyed by footnote - with justification

27 Did not provide extent & alternative sources

27 Did not cite specific statutory law or case law

24 Litigation Material - Advice - Analysis - Opinion - Communication under PRA - Brown Act - Ethics - SO - Release

Are you requesting a public hearing before the Sunshine Ordinance Task Force?

☒ yes ☐ no

24 Ordinary course of Business - Release

If yes, please provide 1 or more preferred method(s) of contact: 34 PERB "Prima Facie" Official Misconduct☐ Phone: _____☐ Mailing Address: _____☐ Fax: _____☒ Email: grovestand2012@gmail.com ☐ Other: _____

Signature: _____

Date: 2-10-20

¹ NOTICE: PERSONAL INFORMATION THAT IS PROVIDED WHEN ADDRESSING A PUBLIC POLICY BODY IS SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT AND THE SUNSHINE ORDINANCE. MEMBERS OF THE PUBLIC ARE NOT REQUIRED TO PROVIDE PERSONAL IDENTIFYING INFORMATION, AND COMPLAINANTS MAY REMAIN ANONYMOUS. HOWEVER, FOR PROPER NOTICING AND PROCESSING OF A HEARING REQUEST, A RELIABLE MEANS OF CONTACT IS RECOMMENDED. PLEASE NOTE THAT THE SOTF ADMINISTRATOR WILL NOT REDACT ANY INFORMATION PROVIDED IN THESE SUBMISSIONS.

**Sunshine Ordinance Task Force
Complaint Summary**

File No. 19140

Stephen Malloy v. Dept. of Human Resources

Date filed with SOTF: 12/16/19

Contacts information (Complainant information listed first):

Stephen Malloy (grovestand2012@gmail.com) Complainant)

Department of Human Resources, Susan Gard (susan.gard@sfgov.org); Henry Voong
(henry.voong@sfgov.org) (Respondents)

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Administrative Summary if applicable:

Complaint Attached.

CITY AND COUNTY OF SAN FRANCISCO



DENNIS J. HERRERA
City Attorney

OFFICE OF THE CITY ATTORNEY

PEDER J. V. THOREEN
Deputy City Attorney

Direct Dial: (415) 554-3846
Email: Peder.Thoreen@sfcityattty.org

**MEMORANDUM
PRIVILEGED AND CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
FROM: Peder J. V. Thoreen
Deputy City Attorney
DATE: February 12, 2020
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

COMPLAINT

Complainant Stephen Malloy ("Complainant") alleges that the San Francisco Department of Human Resources ("Respondent") violated the Sunshine Ordinance by failing to respond to Complainant's requests in a timely and complete manner.

COMPLAINANT FILES COMPLAINT

Complainant filed this complaint with the Task Force on December 16, 2019, alleging that Respondent violated Administrative Code sections 67.21 and 67.25.

JURISDICTION

Respondent is a City department subject to the Sunshine Ordinance and the California Public Records Act ("CPRA"). Respondent does not dispute jurisdiction.

APPLICABLE STATUTORY SECTION(S)

Section 67 of the San Francisco Administrative Code:

- Section 67.21 governs responses to a public records request in general.
- Section 67.25 governs immediate disclosure requests.

Cal. Government Code (CPRA)

- Section 6253 sets forth the general requirements for the production of records.
- Section 6254 provides that certain information is exempt from disclosure.

APPLICABLE CASE LAW

- None

BACKGROUND

On November 5, 2019, Complainant submitted an immediate disclosure request for all records concerning Complainant. The following day, Respondent requested that Complainant

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 2
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

narrow the scope of his request. While Complainant declined to do so, the parties engaged in further communications to help clarify the scope of the records sought.

On November 7, 2019, Respondent sought a 10-day extension of time based on its assertion that the request did not qualify as an immediate disclosure request. On November 14, 2019, Respondent produced records to Complainant. Some of the material was redacted based on attorney-client, attorney work product, and labor relations exemptions. Respondent contends that the redacted information involves communications with counsel in the City Attorney's office. Complainant disputes the applicability of the exemptions, arguing that they do not apply because he was not in litigation with the City or in contact with the City Attorney, and that Administrative Code section 67.24(b)(1)(i) requires the disclosure of a pre-litigation claim against the City. Respondent responds that none of these arguments affect the analysis, because Respondent is entitled to have privileged communications with its attorneys, and no exception is applicable to the communications at issue. Respondent further contends that it complied with its obligations under the Sunshine Ordinance by suggesting that Complainant seek additional records from the Department of Public Health.

Complainant further contends that additional documents exist that have not been produced. Respondent contends that no additional records exist, at least in part because Complainant was not employed by the City and instead worked at a Department of Public Health facility as a contractor for the Regents of the University of California.

QUESTIONS THAT MIGHT ASSIST IN DETERMINING FACTS

- What is the basis for Complainant's contention that additional responsive documents exist that have not been produced?
- Can Respondent provide any additional information regarding the basis for the redactions?

LEGAL ISSUES/LEGAL DETERMINATIONS

- Did Respondent violate the Sunshine Ordinance or the CPRA by failing to provide a timely and complete response to Complainant's document request?

CONCLUSION

THE TASK FORCE FINDS THE FOLLOWING FACTS TO BE TRUE:

THE TASK FORCE FINDS THE ALLEGED VIOLATIONS TO BE **TRUE OR NOT TRUE.**

* * *

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 3
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

**CHAPTER 67, SAN FRANCISCO ADMINISTRATIVE CODE (SUNSHINE
ORDINANCE)**

**SEC. 67.21. PROCESS FOR GAINING ACCESS TO PUBLIC RECORDS;
ADMINISTRATIVE APPEALS**

(a) Every person having custody of any public record or public information, as defined herein, (hereinafter referred to as a custodian of a public record) shall, at normal times and during normal and reasonable hours of operation, without unreasonable delay, and without requiring an appointment, permit the public record, or any segregable portion of a record, to be inspected and examined by any person and shall furnish one copy thereof upon payment of a reasonable copying charge, not to exceed the lesser of the actual cost or ten cents per page.

(b) A custodian of a public record shall, as soon as possible and within ten days following receipt of a request for inspection or copy of a public record, comply with such request. Such request may be delivered to the office of the custodian by the requester orally or in writing by fax, postal delivery, or e-mail. If the custodian believes the record or information requested is not a public record or is exempt, the custodian shall justify withholding any record by demonstrating, in writing as soon as possible and within ten days following receipt of a request, that the record in question is exempt under express provisions of this ordinance.

(c) A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request under (b). A custodian of any public record, when not in possession of the record requested, shall assist a requester in directing a request to the proper office or staff person.

(d) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b), the person making the request may petition the supervisor of records for a determination whether the record requested is public. The supervisor of records shall inform the petitioner, as soon as possible and within 10 days, of its determination whether the record requested, or any part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination by the supervisor of records that the record is public, the supervisor of records shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the supervisor of records shall notify the district attorney or the attorney general who shall take whatever measures she or he deems necessary and appropriate to insure compliance with the provisions of this ordinance.

(e) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b) above or if a petition is denied or not acted on by the supervisor of public records, the person making the request may petition the Sunshine Task Force for a determination whether the record requested is public. The Sunshine Task Force shall inform the petitioner, as soon as possible and within 2 days after its next meeting but in no case later than 45 days from when a petition in writing is received, of its determination whether the record requested, or any

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 4
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination that the record is public, the Sunshine Task Force shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the Sunshine Task Force shall notify the district attorney or the attorney general who may take whatever measures she or he deems necessary to insure compliance with the provisions of this ordinance. The Board of Supervisors and the City Attorney's office shall provide sufficient staff and resources to allow the Sunshine Task Force to fulfill its duties under this provision. Where requested by the petition, the Sunshine Task Force may conduct a public hearing concerning the records request denial. An authorized representative of the custodian of the public records requested shall attend any hearing and explain the basis for its decision to withhold the records requested.

(f) The administrative remedy provided under this article shall in no way limit the availability of other administrative remedies provided to any person with respect to any officer or employee of any agency, executive office, department or board; nor shall the administrative remedy provided by this section in any way limit the availability of judicial remedies otherwise available to any person requesting a public record. If a custodian of a public record refuses or fails to comply with the request of any person for inspection or copy of a public record or with an administrative order under this section, the superior court shall have jurisdiction to order compliance.

(g) In any court proceeding pursuant to this article there shall be a presumption that the record sought is public, and the burden shall be upon the custodian to prove with specificity the exemption which applies.

(h) On at least an annual basis, and as otherwise requested by the Sunshine Ordinance Task Force, the supervisor of public records shall prepare a tally and report of every petition brought before it for access to records since the time of its last tally and report. The report shall at least identify for each petition the record or records sought, the custodian of those records, the ruling of the supervisor of public records, whether any ruling was overturned by a court and whether orders given to custodians of public records were followed. The report shall also summarize any court actions during that period regarding petitions the Supervisor has decided. At the request of the Sunshine Ordinance Task Force, the report shall also include copies of all rulings made by the supervisor of public records and all opinions issued.

(i) The San Francisco City Attorney's office shall act to protect and secure the rights of the people of San Francisco to access public information and public meetings and shall not act as legal counsel for any city employee or any person having custody of any public record for purposes of denying access to the public. The City Attorney may publish legal opinions in response to a request from any person as to whether a record or information is public. All communications with the City Attorney's Office with regard to this ordinance, including petitions, requests for opinion, and opinions shall be public records.

(j) Notwithstanding the provisions of this section, the City Attorney may defend the City or a City Employee in litigation under this ordinance that is actually filed in court to any extent required by the City Charter or California Law.

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 5
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(k) Release of documentary public information, whether for inspection of the original or by providing a copy, shall be governed by the California Public Records Act (Government Code Section 6250 et seq.) in particulars not addressed by this ordinance and in accordance with the enhanced disclosure requirements provided in this ordinance.

(l) Inspection and copying of documentary public information stored in electronic form shall be made available to the person requesting the information in any form requested which is available to or easily generated by the department, its officers or employees, including disk, tape, printout or monitor at a charge no greater than the cost of the media on which it is duplicated. Inspection of documentary public information on a computer monitor need not be allowed where the information sought is necessarily and unseparably intertwined with information not subject to disclosure under this ordinance. Nothing in this section shall require a department to program or reprogram a computer to respond to a request for information or to release information where the release of that information would violate a licensing agreement or copyright law.

SEC. 67.25. IMMEDIACY OF RESPONSE.

(a) Notwithstanding the 10-day period for response to a request permitted in Government Code Section 6256 and in this Article, a written request for information described in any category of non-exempt public information shall be satisfied no later than the close of business on the day following the day of the request. This deadline shall apply only if the words "Immediate Disclosure Request" are placed across the top of the request and on the envelope, subject line, or cover sheet in which the request is transmitted. Maximum deadlines provided in this article are appropriate for more extensive or demanding requests, but shall not be used to delay fulfilling a simple, routine or otherwise readily answerable request.

(b) If the voluminous nature of the information requested, its location in a remote storage facility or the need to consult with another interested department warrants an extension of 10 days as provided in Government Code Section 6456.1, the requester shall be notified as required by the close of business on the business day following the request.

(c) The person seeking the information need not state his or her reason for making the request or the use to which the information will be put, and requesters shall not be routinely asked to make such a disclosure. Where a record being requested contains information most of which is exempt from disclosure under the California Public Records Act and this article, however, the City Attorney or custodian of the record may inform the requester of the nature and extent of the non-exempt information and inquire as to the requester's purpose for seeking it, in order to suggest alternative sources for the information which may involve less redaction or to otherwise prepare a response to the request.

(d) Notwithstanding any provisions of California Law or this ordinance, in response to a request for information describing any category of non-exempt public information, when so requested, the City and County shall produce any and all responsive public records as soon as reasonably possible on an incremental or "rolling" basis such that responsive records are produced as soon as possible by the end of the same business day that they are reviewed and collected. This section is intended to prohibit the withholding of public records that are

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 6
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

responsive to a records request until all potentially responsive documents have been reviewed and collected. Failure to comply with this provision is a violation of this Article.

CALIFORNIA GOVERNMENT CODE (CPRA)

SEC. 6253.

(a) Public records are open to inspection at all times during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

(b) Except with respect to public records exempt from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable. Upon request, an exact copy shall be provided unless impracticable to do so.

(c) Each agency, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request of the determination and the reasons therefor. In unusual circumstances, the time limit prescribed in this section may be extended by written notice by the head of the agency or his or her designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No notice shall specify a date that would result in an extension for more than 14 days. When the agency dispatches the determination, and if the agency determines that the request seeks disclosable public records, the agency shall state the estimated date and time when the records will be made available. As used in this section, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

- (1) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.
- (2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.
- (3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.
- (4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 7
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(d) Nothing in this chapter shall be construed to permit an agency to delay or obstruct the inspection or copying of public records. The notification of denial of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial.

(e) Except as otherwise prohibited by law, a state or local agency may adopt requirements for itself that allow for faster, more efficient, or greater access to records than prescribed by the minimum standards set forth in this chapter.

(f) In addition to maintaining public records for public inspection during the office hours of the public agency, a public agency may comply with subdivision (a) by posting any public record on its Internet Web site and, in response to a request for a public record posted on the Internet Web site, directing a member of the public to the location on the Internet Web site where the public record is posted. However, if after the public agency directs a member of the public to the Internet Web site, the member of the public requesting the public record requests a copy of the public record due to an inability to access or reproduce the public record from the Internet Web site, the public agency shall promptly provide a copy of the public record pursuant to subdivision (b).

SEC. 6254

Except as provided in Sections 6254.7 and 6254.13, this chapter does not require the disclosure of any of the following records:

(a) Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by the public agency in the ordinary course of business, if the public interest in withholding those records clearly outweighs the public interest in disclosure.

(b) Records pertaining to pending litigation to which the public agency is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810), until the pending litigation or claim has been finally adjudicated or otherwise settled.

(c) Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.

(d) Records contained in or related to any of the following:

(1) Applications filed with any state agency responsible for the regulation or supervision of the issuance of securities or of financial institutions, including, but not limited to, banks, savings and loan associations, industrial loan companies, credit unions, and insurance companies.

(2) Examination, operating, or condition reports prepared by, on behalf of, or for the use of, any state agency referred to in paragraph (1).

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 8
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(3) Preliminary drafts, notes, or interagency or intra-agency communications prepared by, on behalf of, or for the use of, any state agency referred to in paragraph (1).

(4) Information received in confidence by any state agency referred to in paragraph (1).

(e) Geological and geophysical data, plant production data, and similar information relating to utility systems development, or market or crop reports, that are obtained in confidence from any person.

(f) Records of complaints to, or investigations conducted by, or records of intelligence information or security procedures of, the office of the Attorney General and the Department of Justice, the Office of Emergency Services and any state or local police agency, or any investigatory or security files compiled by any other state or local police agency, or any investigatory or security files compiled by any other state or local agency for correctional, law enforcement, or licensing purposes. However, state and local law enforcement agencies shall disclose the names and addresses of persons involved in, or witnesses other than confidential informants to, the incident, the description of any property involved, the date, time, and location of the incident, all diagrams, statements of the parties involved in the incident, the statements of all witnesses, other than confidential informants, to the victims of an incident, or an authorized representative thereof, an insurance carrier against which a claim has been or might be made, and any person suffering bodily injury or property damage or loss, as the result of the incident caused by arson, burglary, fire, explosion, larceny, robbery, carjacking, vandalism, vehicle theft, or a crime as defined by subdivision (b) of Section 13951, unless the disclosure would endanger the safety of a witness or other person involved in the investigation, or unless disclosure would endanger the successful completion of the investigation or a related investigation. However, this subdivision does not require the disclosure of that portion of those investigative files that reflects the analysis or conclusions of the investigating officer.

Customer lists provided to a state or local police agency by an alarm or security company at the request of the agency shall be construed to be records subject to this subdivision.

Notwithstanding any other provision of this subdivision, state and local law enforcement agencies shall make public the following information, except to the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation or would endanger the successful completion of the investigation or a related investigation:

(1) The full name and occupation of every individual arrested by the agency, the individual's physical description including date of birth, color of eyes and hair, sex, height and weight, the time and date of arrest, the time and date of booking, the location of the arrest, the factual circumstances surrounding the arrest, the amount of bail set, the time and manner of release or the location where the individual is currently being held, and all charges the individual is being held upon, including any outstanding warrants from other jurisdictions and parole or probation holds.

**MEMORANDUM
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TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 9
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(2) (A) Subject to the restrictions imposed by Section 841.5 of the Penal Code, the time, substance, and location of all complaints or requests for assistance received by the agency and the time and nature of the response thereto, including, to the extent the information regarding crimes alleged or committed or any other incident investigated is recorded, the time, date, and location of occurrence, the time and date of the report, the name and age of the victim, the factual circumstances surrounding the crime or incident, and a general description of any injuries, property, or weapons involved. The name of a victim of any crime defined by Section 220, 261, 261.5, 262, 264, 264.1, 265, 266, 266a, 266b, 266c, 266e, 266f, 266j, 267, 269, 273a, 273d, 273.5, 285, 286, 288, 288a, 288.2, 288.3, 288.4, 288.5, 288.7, 289, 422.6, 422.7, 422.75, 646.9, or 647.6 of the Penal Code may be withheld at the victim's request, or at the request of the victim's parent or guardian if the victim is a minor. When a person is the victim of more than one crime, information disclosing that the person is a victim of a crime defined in any of the sections of the Penal Code set forth in this subdivision may be deleted at the request of the victim, or the victim's parent or guardian if the victim is a minor, in making the report of the crime, or of any crime or incident accompanying the crime, available to the public in compliance with the requirements of this paragraph.

(B) Subject to the restrictions imposed by Section 841.5 of the Penal Code, the names and images of a victim of human trafficking, as defined in Section 236.1 of the Penal Code, and of that victim's immediate family, other than a family member who is charged with a criminal offense arising from the same incident, may be withheld at the victim's request until the investigation or any subsequent prosecution is complete. For purposes of this subdivision, "immediate family" shall have the same meaning as that provided in paragraph (3) of subdivision (b) of Section 422.4 of the Penal Code.

(3) Subject to the restrictions of Section 841.5 of the Penal Code and this subdivision, the current address of every individual arrested by the agency and the current address of the victim of a crime, if the requester declares under penalty of perjury that the request is made for a scholarly, journalistic, political, or governmental purpose, or that the request is made for investigation purposes by a licensed private investigator as described in Chapter 11.3 (commencing with Section 7512) of Division 3 of the Business and Professions Code. However, the address of the victim of any crime defined by Section 220, 236.1, 261, 261.5, 262, 264, 264.1, 265, 266, 266a, 266b, 266c, 266e, 266f, 266j, 267, 269, 273a, 273d, 273.5, 285, 286, 288, 288a, 288.2, 288.3, 288.4, 288.5, 288.7, 289, 422.6, 422.7, 422.75, 646.9, or 647.6 of the Penal Code shall remain confidential. Address information obtained pursuant to this paragraph shall not be used directly or indirectly, or furnished to another, to sell a product or service to any individual or group of individuals, and the requester shall execute a declaration to that effect under penalty of perjury. This paragraph shall not be construed to prohibit or limit a scholarly, journalistic, political, or government use of address information obtained pursuant to this paragraph.

(4) Notwithstanding any other provision of this subdivision, commencing July 1, 2019, a video or audio recording that relates to a critical incident, as defined in subparagraph (C), may be withheld only as follows:

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 10
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(A) (i) During an active criminal or administrative investigation, disclosure of a recording related to a critical incident may be delayed for no longer than 45 calendar days after the date the agency knew or reasonably should have known about the incident, if, based on the facts and circumstances depicted in the recording, disclosure would substantially interfere with the investigation, such as by endangering the safety of a witness or a confidential source. If an agency delays disclosure pursuant to this paragraph, the agency shall provide in writing to the requester the specific basis for the agency's determination that disclosure would substantially interfere with the investigation and the estimated date for disclosure.

(ii) After 45 days from the date the agency knew or reasonably should have known about the incident, and up to one year from that date, the agency may continue to delay disclosure of a recording if the agency demonstrates that disclosure would substantially interfere with the investigation. After one year from the date the agency knew or reasonably should have known about the incident, the agency may continue to delay disclosure of a recording only if the agency demonstrates by clear and convincing evidence that disclosure would substantially interfere with the investigation. If an agency delays disclosure pursuant to this clause, the agency shall promptly provide in writing to the requester the specific basis for the agency's determination that the interest in preventing interference with an active investigation outweighs the public interest in disclosure and provide the estimated date for the disclosure. The agency shall reassess withholding and notify the requester every 30 days. A recording withheld by the agency shall be disclosed promptly when the specific basis for withholding is resolved.

(B) (i) If the agency demonstrates, on the facts of the particular case, that the public interest in withholding a video or audio recording clearly outweighs the public interest in disclosure because the release of the recording would, based on the facts and circumstances depicted in the recording, violate the reasonable expectation of privacy of a subject depicted in the recording, the agency shall provide in writing to the requester the specific basis for the expectation of privacy and the public interest served by withholding the recording and may use redaction technology, including blurring or distorting images or audio, to obscure those specific portions of the recording that protect that interest. However, the redaction shall not interfere with the viewer's ability to fully, completely, and accurately comprehend the events captured in the recording and the recording shall not otherwise be edited or altered.

(ii) Except as provided in clause (iii), if the agency demonstrates that the reasonable expectation of privacy of a subject depicted in the recording cannot adequately be protected through redaction as described in clause (i) and that interest outweighs the public interest in disclosure, the agency may withhold the recording from the public, except that the recording, either redacted as provided in clause (i) or unredacted, shall be disclosed promptly, upon request, to any of the following:

(I) The subject of the recording whose privacy is to be protected, or their authorized representative.

(II) If the subject is a minor, the parent or legal guardian of the subject whose privacy is to be protected.

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 11
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(III) If the subject whose privacy is to be protected is deceased, an heir, beneficiary, designated immediate family member, or authorized legal representative of the deceased subject whose privacy is to be protected.

(iii) If disclosure pursuant to clause (ii) would substantially interfere with an active criminal or administrative investigation, the agency shall provide in writing to the requester the specific basis for the agency's determination that disclosure would substantially interfere with the investigation, and provide the estimated date for the disclosure of the video or audio recording. Thereafter, the recording may be withheld by the agency for 45 calendar days, subject to extensions as set forth in clause (ii) of subparagraph (A).

(C) For purposes of this paragraph, a video or audio recording relates to a critical incident if it depicts any of the following incidents:

(i) An incident involving the discharge of a firearm at a person by a peace officer or custodial officer.

(ii) An incident in which the use of force by a peace officer or custodial officer against a person resulted in death or in great bodily injury.

(D) An agency may provide greater public access to video or audio recordings than the minimum standards set forth in this paragraph.

(E) This paragraph does not alter, limit, or negate any other rights, remedies, or obligations with respect to public records regarding an incident other than a critical incident as described in subparagraph (C).

(F) For purposes of this paragraph, a peace officer does not include any peace officer employed by the Department of Corrections and Rehabilitation.

(g) Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination, except as provided for in Chapter 3 (commencing with Section 99150) of Part 65 of Division 14 of Title 3 of the Education Code.

(h) The contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the state or local agency relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained. However, the law of eminent domain shall not be affected by this provision.

(i) Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information.

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 12
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(j) Library circulation records kept for the purpose of identifying the borrower of items available in libraries, and library and museum materials made or acquired and presented solely for reference or exhibition purposes. The exemption in this subdivision shall not apply to records of fines imposed on the borrowers.

(k) Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.

(l) Correspondence of and to the Governor or employees of the Governor's office or in the custody of or maintained by the Governor's Legal Affairs Secretary. However, public records shall not be transferred to the custody of the Governor's Legal Affairs Secretary to evade the disclosure provisions of this chapter.

(m) In the custody of or maintained by the Legislative Counsel, except those records in the public database maintained by the Legislative Counsel that are described in Section 10248.

(n) Statements of personal worth or personal financial data required by a licensing agency and filed by an applicant with the licensing agency to establish their personal qualification for the license, certificate, or permit applied for.

(o) Financial data contained in applications for financing under Division 27 (commencing with Section 44500) of the Health and Safety Code, if an authorized officer of the California Pollution Control Financing Authority determines that disclosure of the financial data would be competitively injurious to the applicant and the data is required in order to obtain guarantees from the United States Small Business Administration. The California Pollution Control Financing Authority shall adopt rules for review of individual requests for confidentiality under this section and for making available to the public those portions of an application that are subject to disclosure under this chapter.

(p) (1) Records of state agencies related to activities governed by Chapter 10.3 (commencing with Section 3512), Chapter 10.5 (commencing with Section 3525), and Chapter 12 (commencing with Section 3560) of Division 4, and Article 19.5 (commencing with Section 8430) of Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code, that reveal a state agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy, or that provide instruction, advice, or training to employees who do not have full collective bargaining and representation rights under these chapters. This paragraph shall not be construed to limit the disclosure duties of a state agency with respect to any other records relating to the activities governed by the employee relations acts referred to in this paragraph.

(2) Records of local agencies related to activities governed by Chapter 10 (commencing with Section 3500) of Division 4, that reveal a local agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy, or that provide instruction, advice, or training to employees who do not have full

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 13
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

collective bargaining and representation rights under that chapter. This paragraph shall not be construed to limit the disclosure duties of a local agency with respect to any other records relating to the activities governed by the employee relations act referred to in this paragraph.

(q) (1) Records of state agencies related to activities governed by Article 2.6 (commencing with Section 14081), Article 2.8 (commencing with Section 14087.5), and Article 2.91 (commencing with Section 14089) of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code, that reveal the special negotiator's deliberative processes, discussions, communications, or any other portion of the negotiations with providers of health care services, impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy, or that provide instruction; advice, or training to employees.

(2) Except for the portion of a contract containing the rates of payment, contracts for inpatient services entered into pursuant to these articles, on or after April 1, 1984, shall be open to inspection one year after they are fully executed. If a contract for inpatient services that is entered into prior to April 1, 1984, is amended on or after April 1, 1984, the amendment, except for any portion containing the rates of payment, shall be open to inspection one year after it is fully executed. If the California Medical Assistance Commission enters into contracts with health care providers for other than inpatient hospital services, those contracts shall be open to inspection one year after they are fully executed.

(3) Three years after a contract or amendment is open to inspection under this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(4) Notwithstanding any other law, the entire contract or amendment shall be open to inspection by the Joint Legislative Audit Committee and the Legislative Analyst's Office. The committee and that office shall maintain the confidentiality of the contracts and amendments until the time a contract or amendment is fully open to inspection by the public.

(r) Records of Native American graves, cemeteries, and sacred places and records of Native American places, features, and objects described in Sections 5097.9 and 5097.993 of the Public Resources Code maintained by, or in the possession of, the Native American Heritage Commission, another state agency, or a local agency.

(s) A final accreditation report of the Joint Commission on Accreditation of Hospitals that has been transmitted to the State Department of Health Care Services pursuant to subdivision (b) of Section 1282 of the Health and Safety Code.

(t) Records of a local hospital district, formed pursuant to Division 23 (commencing with Section 32000) of the Health and Safety Code, or the records of a municipal hospital, formed pursuant to Article 7 (commencing with Section 37600) or Article 8 (commencing with Section 37650) of Chapter 5 of Part 2 of Division 3 of Title 4 of this code, that relate to any contract with an insurer or nonprofit hospital service plan for inpatient or outpatient services for alternative rates pursuant to Section 10133 of the Insurance Code. However, the record shall be open to inspection within one year after the contract is fully executed.

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 14
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(u) (1) Information contained in applications for licenses to carry firearms issued pursuant to Section 26150, 26155, 26170, or 26215 of the Penal Code by the sheriff of a county or the chief or other head of a municipal police department that indicates when or where the applicant is vulnerable to attack or that concerns the applicant's medical or psychological history or that of members of their family.

(2) The home address and telephone number of prosecutors, public defenders, peace officers, judges, court commissioners, and magistrates that are set forth in applications for licenses to carry firearms issued pursuant to Section 26150, 26155, 26170, or 26215 of the Penal Code by the sheriff of a county or the chief or other head of a municipal police department.

(3) The home address and telephone number of prosecutors, public defenders, peace officers, judges, court commissioners, and magistrates that are set forth in licenses to carry firearms issued pursuant to Section 26150, 26155, 26170, or 26215 of the Penal Code by the sheriff of a county or the chief or other head of a municipal police department.

(v) (1) Records of the Managed Risk Medical Insurance Board and the State Department of Health Care Services related to activities governed by former Part 6.3 (commencing with Section 12695), former Part 6.5 (commencing with Section 12700), Part 6.6 (commencing with Section 12739.5), or Part 6.7 (commencing with Section 12739.70) of Division 2 of the Insurance Code, or Chapter 2 (commencing with Section 15810) or Chapter 4 (commencing with Section 15870) of Part 3.3 of Division 9 of the Welfare and Institutions Code, and that reveal any of the following:

(A) The deliberative processes, discussions, communications, or any other portion of the negotiations with entities contracting or seeking to contract with the board or the department, entities with which the board or the department is considering a contract, or entities with which the board or department is considering or enters into any other arrangement under which the board or the department provides, receives, or arranges services or reimbursement.

(B) The impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff or the department or its staff, or records that provide instructions, advice, or training to their employees.

(2) (A) Except for the portion of a contract that contains the rates of payment, contracts entered into pursuant to former Part 6.3 (commencing with Section 12695), former Part 6.5 (commencing with Section 12700), Part 6.6 (commencing with Section 12739.5), or Part 6.7 (commencing with Section 12739.70) of Division 2 of the Insurance Code, or Chapter 2 (commencing with Section 15810) or Chapter 4 (commencing with Section 15870) of Part 3.3 of Division 9 of the Welfare and Institutions Code, on or after July 1, 1991, shall be open to inspection one year after their effective dates.

(B) If a contract that is entered into prior to July 1, 1991, is amended on or after July 1, 1991, the amendment, except for any portion containing the rates of payment, shall be open to inspection one year after the effective date of the amendment.

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 15
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(3) Three years after a contract or amendment is open to inspection pursuant to this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(4) Notwithstanding any other law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto, until the contracts or amendments to the contracts are open to inspection pursuant to paragraph (3).

(w) (1) Records of the Managed Risk Medical Insurance Board related to activities governed by Chapter 8 (commencing with Section 10700) of Part 2 of Division 2 of the Insurance Code, and that reveal the deliberative processes, discussions, communications, or any other portion of the negotiations with health plans, or the impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff, or records that provide instructions, advice, or training to employees.

(2) Except for the portion of a contract that contains the rates of payment, contracts for health coverage entered into pursuant to Chapter 8 (commencing with Section 10700) of Part 2 of Division 2 of the Insurance Code, on or after January 1, 1993, shall be open to inspection one year after they have been fully executed.

(3) Notwithstanding any other law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto, until the contracts or amendments to the contracts are open to inspection pursuant to paragraph (2).

(x) Financial data contained in applications for registration, or registration renewal, as a service contractor filed with the Director of Consumer Affairs pursuant to Chapter 20 (commencing with Section 9800) of Division 3 of the Business and Professions Code, for the purpose of establishing the service contractor's net worth, or financial data regarding the funded accounts held in escrow for service contracts held in force in this state by a service contractor.

(y) (1) Records of the Managed Risk Medical Insurance Board and the State Department of Health Care Services related to activities governed by Part 6.2 (commencing with Section 12693) or former Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code or Sections 14005.26 and 14005.27 of, or Chapter 3 (commencing with Section 15850) of Part 3.3 of Division 9 of, the Welfare and Institutions Code, if the records reveal any of the following:

(A) The deliberative processes, discussions, communications, or any other portion of the negotiations with entities contracting or seeking to contract with the board or the department, entities with which the board or department is considering a contract, or entities with which the board or department is considering or enters into any other arrangement under which the board or department provides, receives, or arranges services or reimbursement.

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 16
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(B) The impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff, or the department or its staff, or records that provide instructions, advice, or training to employees.

(2) (A) Except for the portion of a contract that contains the rates of payment, contracts entered into pursuant to Part 6.2 (commencing with Section 12693) or former Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code, on or after January 1, 1998, or Sections 14005.26 and 14005.27 of, or Chapter 3 (commencing with Section 15850) of Part 3.3 of Division 9 of, the Welfare and Institutions Code shall be open to inspection one year after their effective dates.

(B) If a contract entered into pursuant to Part 6.2 (commencing with Section 12693) or former Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code or Sections 14005.26 and 14005.27 of, or Chapter 3 (commencing with Section 15850) of Part 3.3 of Division 9 of, the Welfare and Institutions Code, is amended, the amendment shall be open to inspection one year after the effective date of the amendment.

(3) Three years after a contract or amendment is open to inspection pursuant to this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(4) Notwithstanding any other law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto until the contract or amendments to a contract are open to inspection pursuant to paragraph (2) or (3).

(5) The exemption from disclosure provided pursuant to this subdivision for the contracts, deliberative processes, discussions, communications, negotiations, impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff, or the department or its staff, shall also apply to the contracts, deliberative processes, discussions, communications, negotiations, impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of applicants pursuant to former Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code or Chapter 3 (commencing with Section 15850) of Part 3.3 of Division 9 of the Welfare and Institutions Code.

(z) Records obtained pursuant to paragraph (2) of subdivision (f) of Section 2891.1 of the Public Utilities Code.

(aa) A document prepared by or for a state or local agency that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt the public agency's operations and that is for distribution or consideration in a closed session.

(ab) Critical infrastructure information, as defined in Section 131(3) of Title 6 of the United States Code, that is voluntarily submitted to the Office of Emergency Services for use by that office, including the identity of the person who or entity that voluntarily submitted the

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 17
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

information. As used in this subdivision, "voluntarily submitted" means submitted in the absence of the office exercising any legal authority to compel access to or submission of critical infrastructure information. This subdivision shall not affect the status of information in the possession of any other state or local governmental agency.

(ac) All information provided to the Secretary of State by a person for the purpose of registration in the Advance Health Care Directive Registry, except that those records shall be released at the request of a health care provider, a public guardian, or the registrant's legal representative.

(ad) The following records of the State Compensation Insurance Fund:

(1) Records related to claims pursuant to Chapter 1 (commencing with Section 3200) of Division 4 of the Labor Code, to the extent that confidential medical information or other individually identifiable information would be disclosed.

(2) Records related to the discussions, communications, or any other portion of the negotiations with entities contracting or seeking to contract with the fund, and any related deliberations.

(3) Records related to the impressions, opinions, recommendations, meeting minutes of meetings or sessions that are lawfully closed to the public, research, work product, theories, or strategy of the fund or its staff, on the development of rates, contracting strategy, underwriting, or competitive strategy pursuant to the powers granted to the fund in Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code.

(4) Records obtained to provide workers' compensation insurance under Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code, including, but not limited to, any medical claims information, policyholder information provided that nothing in this paragraph shall be interpreted to prevent an insurance agent or broker from obtaining proprietary information or other information authorized by law to be obtained by the agent or broker, and information on rates, pricing, and claims handling received from brokers.

(5) (A) Records that are trade secrets pursuant to Section 6276.44, or Article 11 (commencing with Section 1060) of Chapter 4 of Division 8 of the Evidence Code, including, without limitation, instructions, advice, or training provided by the State Compensation Insurance Fund to its board members, officers, and employees regarding the fund's special investigation unit, internal audit unit, and informational security, marketing, rating, pricing, underwriting, claims handling, audits, and collections.

(B) Notwithstanding subparagraph (A), the portions of records containing trade secrets shall be available for review by the Joint Legislative Audit Committee, California State Auditor's Office, Division of Workers' Compensation, and the Department of Insurance to ensure compliance with applicable law.

(6) (A) Internal audits containing proprietary information and the following records that are related to an internal audit:

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 18
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

(i) Personal papers and correspondence of any person providing assistance to the fund when that person has requested in writing that their papers and correspondence be kept private and confidential. Those papers and correspondence shall become public records if the written request is withdrawn, or upon order of the fund.

(ii) Papers, correspondence, memoranda, or any substantive information pertaining to any audit not completed or an internal audit that contains proprietary information.

(B) Notwithstanding subparagraph (A), the portions of records containing proprietary information, or any information specified in subparagraph (A) shall be available for review by the Joint Legislative Audit Committee, California State Auditor's Office, Division of Workers' Compensation, and the Department of Insurance to ensure compliance with applicable law.

(7) (A) Except as provided in subparagraph (C), contracts entered into pursuant to Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code shall be open to inspection one year after the contract has been fully executed.

(B) If a contract entered into pursuant to Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code is amended, the amendment shall be open to inspection one year after the amendment has been fully executed.

(C) Three years after a contract or amendment is open to inspection pursuant to this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(D) Notwithstanding any other law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto until the contract or amendments to a contract are open to inspection pursuant to this paragraph.

(E) This paragraph is not intended to apply to documents related to contracts with public entities that are not otherwise expressly confidential as to that public entity.

(F) For purposes of this paragraph, "fully executed" means the point in time when all of the necessary parties to the contract have signed the contract.

This section does not prevent any agency from opening its records concerning the administration of the agency to public inspection, unless disclosure is otherwise prohibited by law.

This section does not prevent any health facility from disclosing to a certified bargaining agent relevant financing information pursuant to Section 8 of the National Labor Relations Act (29 U.S.C. Sec. 158).

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 12, 2020
PAGE: 19
RE: Complaint No. 19140: Stephen Malloy v. Department of Human Resources

Complainant/Petitioners Documents Submission

Leger, Cheryl (BOS)

From: S <grovestand2012@gmail.com>
Sent: Sunday, February 16, 2020 10:10 PM
To: SOTF, (BOS); Young, Victor (BOS)
Cc: stephen grove
Subject: PERB Prima Facia Finding of Respondent Misconduct & Public Records Not Released
Attachments: PERB Prima Facia Case Evidence Established Official Misconduct.pdf; CITY
RESPONDENTS Failed to Produce ALL Records Concerning Stephen Malloy.docx

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

Hi Victor,

These are two documents that I would like to add to each of my complaints please (DHR, DPH, DA, FIRE, UC & UCSF)...can I confirm that is possible?

Thank you,

Stephen Malloy

PUBLIC EMPLOYMENT RELATIONS BOARD



San Francisco Regional Office
1330 Broadway, Suite 1532
Oakland, CA, 94612
Telephone: (510) 622-1021
Fax: (510) 622-1027



January 9, 2020

Marcie Isom Fitzsimmons, Attorney
Gordon Rees Scully Mansukhani LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

Stephen Malloy,
2825 Van Ness Ave., #7
San Francisco, CA 94109

Re: *Stephen Malloy v. Regents of the University of California (San Francisco)*
Unfair Practice Charge No. SF-CE-1221-H
COMPLAINT

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an **ANSWER** within twenty (20) calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.¹ The required contents of the **ANSWER** are described in PERB Regulation 32644(b). If you have not filed a Notice of Appearance form, one should be completed and returned with your **ANSWER**.

An informal settlement conference will be scheduled shortly. Please direct all inquiries, filings and correspondence to the undersigned.

Sincerely,

Laura Davis
Supervising Regional Attorney

LZD

Enclosure

¹ PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at www.perb.ca.gov.

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD



STEPHEN MALLOY,

Charging Party,

v.

REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Respondent.

Case No. SF-CE-1221-H

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of Government Code section 3571, the General Counsel of the Public Employment Relations Board (PERB), pursuant to Government Code sections 3563(h) and 3563.2 and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is an employee within the meaning of Government Code section 3562(e).
2. Respondent is an employer within the meaning of Government Code section 3562(g).
3. On or about August 17, 2018, Charging Party exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by reporting the use of abusive and offensive language toward fellow staff of the Medical Respite Sobering Center.
4. On or about September 7, 2018, Charging Party exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by reporting the use of abusive and offensive language toward fellow staff of the Medical Respite Sobering Center.

5. On or about September 27, 2018, Charging Party exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by discussing working conditions with fellow staff of the Medical Respite Sobering Center.

6. On or about October 10, 2018, Respondent, acting through its agent Valerie Gruber, took adverse action against Charging Party by releasing him from his probationary employment.

7. Respondent took the actions described in paragraph 6 because of Charging Party's activities described in paragraphs 3, 4, and 5, and thus violated Government Code section 3571(a).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: January 9, 2020

J. Felix De La Torre
General Counsel

By 

Joseph Eckhart
Senior Regional Attorney

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, San Francisco Regional Office, 1330 Broadway, Suite 1532, Oakland, CA, 94612.

On January 9, 2020, I served the Complaint Cover Letter regarding Case No. SF-CE-1221-H on the parties listed below by

X Placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid.

____ Personal delivery.

____ Facsimile transmission in accordance with the requirements of PERB regulations 32090 and 32135(d).

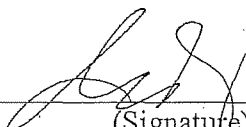
____ Electronic service (e-mail).

Marcie Isom Fitzsimmons, Attorney
Gordon Rees Scully Mansukhani LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

Stephen Malloy
2825 Van Ness Ave., #7
San Francisco, CA 94109

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 9, 2020, at Oakland, California.

Charisse Diaz
(Type or print name)


(Signature)

CITY RESPONDENTS WHO'S EMAILS HAVE NOT BEEN INSPECTED FOR ALL RECORDS CONCERNING
STEPHEN MALLOY

- 1) Hallie Albert, Esq., DPH EEO Manager
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 2) Kavoos Bassiri, Dr. & DPH Dir. Mental Health
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 3) Jeanne Buick, City HR Analyst for Dir.
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 4) Robyn Burke, City DA Records Custodian
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 5) Micki Callahan, City HR Dir.
1390 Market St., 5th Floor
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Telephone: 415-554-3816
- 6) Roxana Costello, City Dir. of Operations
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 7) Kelly Eagen, Dr. & DPH Sobering Center Medical Dir.
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 8) Susan Gard, City HR Policy Dir.
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 9) Hali Hammer, Dr. & DPH Medical Dir.
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816

- 10) Kate Howard, City HR Deputy Dir.
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 11) Megan Kennel, DPH Charge Nurse at Sobering Center
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 12) Susanna Luong, City HR Manager of Finance & Administration
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 13) Alice Moughamian, RN, DPH Sobering Center Dir.
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Telephone: 415-554-3816
- 14) Anna Robert, RN, DPH Deputy Primary Care Dir.
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San Francisco, CA 94102
Telephone: 415-554-3816
- 15) Maggie Rykowski, DPH Chief of Integrity
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San Francisco, CA 94102
Telephone: 415-554-3816
- 16) Andrea Sanchez, RN, DPH Sobering Center
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Telephone: 415-554-3816
- 17) Linda Simon, City HR Dir. Of EEO
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San Francisco, CA 94102
Telephone: 415-554-3816
- 18) Rhonda Simmons, DPH Diversity Dir.
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San Francisco, CA 94102
Telephone: 415-554-3816

- 19) Mawuli Tugbenyoh, DHR Chief of Policy
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 20) Veronica Vien, City DPH Records Custodian
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 21) Henry Voong, City HR Records Custodian
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 22) Greg Wagner, Dir. DPH
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 23) Ron Weigelt, DPH HR Dir.
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816
- 24) Jonathon Yank, City Attorney
1390 Market St., 5th Floor
San Francisco, CA 94102
Telephone: 415-554-3816

Leger, Cheryl (BOS)

From: S <grovestand2012@gmail.com>
Sent: Monday, January 20, 2020 11:48 PM
To: SOTF, (BOS)
Cc: PublicRecords, DHR (HRD); Gard, Susan (HRD); stephen grove
Subject: 1-28-20 *Hearing Document Addition...Malloy SF HR Fact Sheet* SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140
Attachments: 1-20-20 SF DHR File No. 19140 Hearing Rebuttal.docx; 1-20-20 SF DHR File No. 19140 Hearing Rebuttal.pdf; UCSF Citywide & City of San Francisco Contract.pdf; PERB City DHR DPH Misconduct SO Evidence Timeline.docx; PERB City DHR DPH Misconduct SO Evidence Timeline.pdf; PERB Prima Facia Case Evidence Established Official Misconduct.pdf

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

Hi Ms. Leger,

Please find my DHR Fact Sheet for my File 19140 Complaint below, with accompanying attachments (7-1-18 Contract/PERB City Misconduct Evidence Timeline/PERB Prima Facia Evidence.)

I will address them for the SOTF at the hearing, as well as gladly answer any questions they may have for me.

I attached them as both Word and PDFs.

Thank you,

Stephen Malloy

1-20-20

To: Ms. Leger

Thru: SF HR

Subject: SOTF - Malloy 1-28-20 Hearing Fact SF DHR Outline - File No. 19140

Thank you Ms. Leger, for your efforts in getting my records set before the Sunshine Ordinance (SO) Task Force.

Given the choice by SF DHR to withhold responsive records from me & the SOTF, by unlawfully maintaining them as "secret," please find below a complaint fact outline I will speak to with the SOTF during my Q&A section of the hearing.

It contains the specific SO Violations by SF DHR Custodian Mr. Henry Voong, SF DHR Policy Dir. Susan Gard and SF DHR Dir. Micki Callahan concerning my complaint.

I would like to include this below document in my complaint please for the SOTF, as I now also charge SF DHR with violation of SO Section 67.35; willful failure and official misconduct by working with the City Attorney in tampering and withholding the people's records concerning Stephen Malloy from inspection.

I. SF DHR & CITY ATTORNEY VIOLATION OF SO FACTS:

- 1) Failure to release all public records concerning Stephen Malloy from my 11-5-19 Immediate Disclosure Request Email & Failure to let me come in and inspect the records prior to copying them.
 - Willful misconduct by unlawfully retaining those public records in "secret."
- A. I find that under the SO, SF DHR Record's Custodian Henry Voong's 11-14-19 Email to me where he released only the following records failed. Mr. Voong's release did not produce all of my responsive records, only the following records:
 - 5 Emails dated 1-2-19
 - 8+/- Unlawfully redacted emails with only blacked out pages that did not comply with SO redaction standards
 - 1 Email dated 12-18-18
 - From those 6 specific emails, we now know that the following DHR & DPH Senior City Officials generated Public Records concerning the People's City Independent Contractor Stephen Malloy: <https://sfdhr.org/meet-team>
 - a) Jeanne Buick, DHR Executive Assistant
 - b) Micki Callahan, DHR Director
 - c) Susan Gard, DHR Policy Director

- d) Susanna Luong, DHR Manager Administrative Services
- e) Kate Howard, DHR Managing Deputy Director
- f) Linda Simon, DHR Equal Employment Opportunity (EEO) Manager
- g) Maggie Rykowski, DPH Chief of Integrity
- h) Ron Weigelt, DPH HR Director
- i) Greg Wagner, DPH Director

- Yet, Mr. Voong failed to do his job. **Voong did not follow the email or written record threads of those City Officials** concerning their public records concerning Stephen Malloy.
 - Which means that Mr. Voong is also unlawfully maintaining other DHR Officials who created public records from those emails, and other written records that we are not being told as well, concerning Stephen Malloy. **SOTF where are those other DHR City Official's written records?**
 - Mr. Voong, Dir. Gard and Dir. Callahan are willfully and unlawfully chosing to maintain those records as secret, in violation of the SO.
 - Voong did not pursue the other written records from each of those DHR Officials, who clearly generated more records concerning Stephen Malloy.
 - SF DHR is breaking the SO, by unlawfully holding public records from inspection in secret.
 - I am asking you as the SOTF to release all public records under SF DHR, per the SO for inspection by the people. I do not yield our sovereign right to do so. **SOTF is that possible?**
- B. I assert that it remains my right to inspect all the people's records at SF DHR concerning Stephen Malloy from April 1, 2018 to present day.
- C. I have previously asked, starting on Nov. 5th 2019 with my initial immediate disclosure request for the people's records, and here we are almost 3 months past the SO standard and SF DHR still is unlawfully refusing to comply with the law and release the records.
- D. As I attempt again through the SOTF to gain their compliance, I ask again that when SF DHR produce's the records and before copying them, to call me in. So that, I may inspect the records in person, please. **SOTF is that possible?**
- E. SF DHR provided only 6 emails and 8 unlawfully redacted emails, from Malloy's 6 months working with SF DHR Personnel from April 2018 to October 2018.

- And specifically, on or about September 2018 forward due to Malloy's illegal personnel administration by the City, as he was a State Employee under Federal Jurisdiction.
- Consequently, **starting in September of 2018 SF DHR became heavily involved in this official misconduct.**
- In fact, there are tens to hundreds of pages of records in existence concerning Stephen Malloy, on SF DHR's IT Servers from September 2018 to today. **SOTF can we compel SF DHR to comply with the SO and release the records?**

F. In addition, SF DHR did not provide any and all records, post September 2018 to present, as I had requested on 11/4/19.

- SF DHR "badgered" me on 11-6-19 & 11-7-19 to give them more information.
- SO Section 67.25 is clear on this:

"The person seeking the information need not state his or her reason for making the request or the use to which the information will be put, and requesters shall not be routinely asked to make such a disclosure."

G. This refusal by SF DHR to release the people's records, is in violation of our sovereign right under SO, to hold public officers accountable for withholding records in "secret" from the public's inspection.

H. In short, from my experience in this process, SF DHR is guilty of lying to the public.

I. This lie, that SF DHR only has 6 visible emails and 8 unlawfully redacted emails, is perpetrated by City Attorney Dennis Herrera and directed by his agent City Attorney Jonathan Yank.

J. Mr. Yank has been assigned to my "case" and has acerbically corresponded with me in the past. Please note some of my correspondence with the City Attorney's Office from 11-4-19 for example:

- **"From: "Yank, Jonathan (CAT)" <Jonathan.Yank@sfcityatty.org>**
Date: November 4, 2019 at 3:26:10 PM PST
To: Joseph Eckhart <JEckhart@perb.ca.gov>
Cc: "grovestand2012@gmail.com" <grovestand2012@gmail.com>
Subject: RE: Unfair Practice Charge No. SF-CE-1677-M

Mr. Eckhart:

Mr. Malloy has no knowledge of the workings of our office.
Each case is assigned to a single attorney.
This case is assigned to me.

Therefore, the relevant issue is my workload, not how "robust" our office is.

And I note that Mr. Malloy, who was actually an employee of the University of California (not the City—see attached), states no substantive basis to deny my reasonable request.

Jonathan Yank
Deputy City Attorney
Office of City Attorney Dennis Herrera
1390 Market Street, Fifth Floor
San Francisco, CA 94102
(415) 554-3816 Direct
jonathan.yank@sfcityatty.org
www.sfcityattorney.org
Find us on: [Facebook](#) [Twitter](#) [Instagram](#)

- **"From:** grovestand2012@gmail.com <grovestand2012@gmail.com>
Sent: Monday, November 4, 2019 3:17 PM
To: Joseph Eckhart <JEckhart@perb.ca.gov>
Cc: Yank, Jonathan (CAT) <Jonathan.Yank@sfcityatty.org>
Subject: Re: Unfair Practice Charge No. SF-CE-1677-M

Mr. Eckhart:

The City Attorney's Office is robust enough to handle your request to reply by Nov. 12th.

I would therefore request you decline, so that we may proceed.

Thank you,

Stephen Malloy"

- K. This is how I know that City Attorney Yank is the responsible party for directing all City Respondents concerning my SOTF Complaints. I charge that the SF DHR thru the City Attorney, is **illegally targeting** me due to my protected characteristics with two unlawful actions under the SO:

- 1) First, City Attorney Herrera & Yank have unlawfully placed SF DHR under a "Gag Order," which explains why SF DHR has not responded properly to my, or your request Ms. Leger, to provide us a full accounting of all my records post Mr. Voong's Nov. 14,th 2019 Email.

- a) How do I know this?

- b) Because I am the complainant, who worked for the City as their Independent Contractor at SF DPH's Sobering Center Site.
- c) The City illegally sent their Human Resources Equal Employment Manager Hallie B. Albert to unlawfully breach my 7-1-18 UC Regents/UCSF-City of San Francisco Contract on 10-3-18 as retaliation for issuing protected discrimination disclosures against my contracted City DPH worksite.
- d) 10-3-18 City EEO Manager Albert illegally retaliated and attacked Malloy under the umbrella of City Administration, when in fact as an Independent City Contractor, Malloy was a State Employee under Federal Jurisdiction as a Disabled Veteran and should not have been touched by the City.
- e) **Breach** of the 7-1-18 City DPH/UC Regents Contract Obligations under, **Section 14:** Independent Contractor Protections for Malloy.
- It prohibits the City/DPH from participating, collaborating, engaging in any employment and right to control the method and means by which the State/UCSF manages my work or personnel affairs.
 - *"...Contractor or any agent or employee of Contractor shall not have employee status with City, Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement..."*
- f) **Breach** of the 7-1-18 City DPH/UC Regents Contract Obligations under, **Section 30:** Independent Contractor Protections for Malloy.
- It prohibits the State/UCSF from allowing the City/DPH, to be assigned or delegated any duties in relationship or the administration of my work or personnel affairs.
 - *"Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties obligations hereunder may be assigned or delegated by the Contractor..."*

- g) **Breach** of the 7-1-18 City DPH/UC Regents Contract Obligations under, **Section 43: Independent Contractor Protections for Malloy.**
Appendix G Pages 14-15:
- City is Obligated as a Federal Subcontractor due to its 7-1-18 Contract with the UC/UCSF and Malloy's Protected Status as a Disabled Veteran
 - Federal EEO Jurisdiction & Work Protections must be provided to Malloy
 - Two Laws stipulated in the City's Contract with the UC/UCSF demand this, **Executive Order 11246 and VEVRAA**
 - Both of which prohibit discrimination and obstruction in all matters surrounding compliance to applicable City, State or Federal Laws:
 - Specifically, coming out of Appendix G under the Intergovernmental Restrictions that the City is under Contract to Comply with, including the Sunshine Ordinance:
 - **§60-300.21 Prohibitions**
https://www.ecfr.gov/cgi-bin/text-idx?SID=b885fe75a1c4766ffab5c0316b13f11d&node=41:1.2.3.1.9&rgn=div5#se41.1.60_6300_121
 - *“(a) Disparate treatment. It is unlawful for the contractor to deny an employment opportunity or benefit or otherwise to discriminate against a qualified individual because of that individual's status as a protected veteran...”*
 - *“(c) Contractual or other arrangements—(1) In general. It is unlawful for the contractor to participate in a contractual or other arrangement or relationship that has the effect of subjecting the contractor's own qualified...employee who is a protected veteran...to the discrimination prohibited by this part.”*
- h) These are now well documented facts that are resulting in government agencies, currently ripening their cases to discipline both City and State for these damaging actions of retaliation.
- i) See PERB 1-9-20 Attachment below, as Documented “Prima Facia” Case Evidence, that currently demonstrates responsible parties due to the City's unlawful administration in Malloy's State Personnel Affairs.
- j) *This is why Mr. Voong, Dir. Gard and Dir. Callahan are refusing to release all records. This is why they are maintaining the records in secret and unlawfully redacting records.*

- 2) Second, City Attorney Herrera & Yank have unlawfully prohibited SF DHR from releasing all records concerning Stephen Malloy. They are maintaining the records in "secret," which stands in willful violation of the SO and the SOTF.
- a) When it is a fact, that I created written records and communicated tens to hundreds of times, with City Personnel.
- b) City Personnel like these prior named SF DHR Officials from SF DHR's 11-5-19 6 email cache:
- Officials, who clearly created public written records concerning Stephen Malloy, but Mr. Voong did not provide us all the records.
 - SF DHR only cited 1 Email thread from 1-2-19.
 - This is a clear, willful and official act of misconduct on the part of SF DHR to break the law and not be held responsible or accountable for their illegal actions:
 - a) Jeanne Buick, DHR Executive Assistant
 - b) Micki Callahan, DHR Director
 - c) Susan Gard, DHR Policy Director
 - d) Susanna Luong, DHR Manager Administrative Services
 - e) Kate Howard, DHR Managing Deputy Director
 - f) Linda Simon, DHR Equal Employment Opportunity (EEO) Manager
 - g) Maggie Rykowski, DPH Chief of Integrity
 - h) Ron Weigelt, DPH HR Director
 - i) Greg Wagner, DPH Director
- c) *Most importantly, who are the other City Officials who Mr. Voong is protecting by holding their records unlawfully against the SO in "secret?"*
- d) This is why I am asking the SOTF to make SF DHR comply with the SO.
- Mr. Voong and Mr. Yank are therefore lying.
 - **There are clearly many more responsive records in existence at SF DHR.**
- e) Mr. Voong, City Attorney Herrera and all other Officials that we do know about and those Officials that we don't know yet due to the "secret" records being held from us, are all **refusing to comply with the SO,** and

the standards and practices they attended training for and **signed the City Oath to uphold**, for managing the people's records under the law.

- L. Therefore, I charge SF DHR under SO Section 67.35 with improper government activity and willful failure and misconduct, by their decision to withhold a full accounting of the people's records concerning Stephen Malloy.
- M. My charge of willful failure and misconduct falls under the following 10 Sections in the SO; detailed below.

II. These are my exact complaints concerning SF DHR, to the SOTF, for consideration in ensuring SF DHR & the City Attorney comply with the SO:

1. Sec. 67.21. Process For Gaining Access To Public Records; Administrative Appeals.

- *"(c) A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure..."*
- *"...and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request..."*

1A. SF DHR SO VIOLATION TIMELINE

- A. November 5, 2019
 - I send DHR my Immediate Disclosure Request
- B. November 6, 2019
 - Custodian Voong requests a narrower scope. I respond.
 - I am against the SO Rules 67.25 forced by DHR to: "specify what type of records...or provide more information..."
 - I point this out, as DHR's non-compliance made me feel badgered as a Citizen in this process
- C. November 7, 2019
 - DHR again pushes me to give additional information. I respond and provide names to Custodian Voong.
- D. November 7, 2019
 - DHR responds with their first 10 day extension request.

E. November 14, 2019

- DHR Voong releases 6 Emails from only two dates: 12-28-19 & 1-2-20.
- 8 unlawfully redacted emails with none of the required notations under the SO
- DHR did not identify the existence, form or nature of all records, when they hold an extensive cache of emails, meetings, agendas, and written records

F. November 15, 2019

- I charge Mr. Voong et all in DHR Leadership with covering for official misconduct by DHR & DPH Officials in my 11-15-19 Email.
- ***Mr. Voong is aware that his Bosses Dir. Gard & Dir. Callahan have broken those City Laws (EEO, Discrimination and Sexual Harassment) and are also under review by the SF Ethics Commission for a potential Ethics Investigation. This is the reason for Voong's failure to produce the records.***

G. January 7, 2020

- SOTF 5 Day Response

H. January 14, 2020

- DHR responds with their second 10 day extension request.
- Egregious Delay

1C. The reason I asked the DHR Custodian Voong to address all written records, is that the City Attorney has clearly been scrubbing and improperly withholding the records in "secret":

- a) The City Attorney, as I'm experiencing this process, is "tampering."
- b) Yank is redacting records and issuing carte blanche orders to the SF DHR Custodians, who are unlawfully abiding them and excluding all records, both written and oral without meeting their obligations under the law/SO.
 - If not, then why 3 months later, since I submitted my Nov. 2018 Immediate Disclosure Request, am I still looking at only 6 emails from SF DHR?
- c) Yank is not following SO law in how the records are to be reported.
- d) Yank is not following SO law, were he, even to redact.
- e) I charge this is to "cover" unlawfully for the official misconduct of DHR Officials concerning Stephen Malloy, due to my race (black), sexual orientation (gay) and protected veteran status.
- f) Disparate Treatment by Yank and SF DHR towards Malloy based on his race, sexuality and covered veteran status. All protected characteristics under City Laws.

- g) I do not believe that white-straight and civilian complainants are being denied access to their responsive records, as I am, with my complaint.
- h) I assert that this is a unique complaint before the SOTF, in regards to the unlawful measures that the City Attorney is taking in secret, and without the knowledge of the SOTF...to target Complainant Malloy with such disparate treatment.
- i) I therefore request that the SOTF not allow any of Malloy's public records to be hidden from them, or denied access by them, from SF DHR & the City Attorney.
- j) The same holds for redacted records, were they to be provided in the near future either. I assert that due to the "cover" by the City Attorney, there should be no "attorney-client privilege" allowed.
- k) That is a "privilege" and does not have to be followed by the SOTF, if they find reason to believe that the respondent is engaging in willful and official misconduct.
 - Clear misconduct, when the City Attorney is keeping responsive records "secret," to protect primarily straight-white, privileged and powerful white city managers.
 - This is unlawful under the SO. I ask that the SOTF not honor the "privilege" and require SF DHR to provide all records without redactions for inspection.

1D. Therefore, I respectfully ask SF DHR treat my records request as responsive and release the many such records City Attorney Yank is withholding, by categorizing them appropriately: existence, form and nature. **SOTF is that possible?**

2. Sec. 67.24. Public Information That Must Be Disclosed.

- *Drafts and Memoranda*
"No preliminary draft or department memorandum, whether in printed or electronic form, shall be exempt from disclosure under Government Code Section 6254, subdivision (a) or any other provision."

2A. SF DHR did not provide drafts or memorandum concerning my records, in particular those since September 2018. As numerous additional records concerning Stephen Malloy, have certainly been created, as more and more SF DHR Leadership have become involved in meetings, closed sessions, written records, oral, and various communications concerning Stephen Malloy... I assert there are more of these kinds of responsive records unlawfully being withheld.

I call into administration a full accounting and release of all the people's records concerning Stephen Malloy.

2B. Therefore, I respectfully ask that SF DHR treat all my records, to include those in the amended section request, as responsive and release drafts or memorandums.

SOTF is that possible?

3. Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- *"(1) Notwithstanding any exemptions otherwise provided by law, the following are public records subject to disclosure under this Ordinance:*
- *A pre-litigation claim against the City;..."*

3A. The City is currently not charged or processing my complaint in any civil or criminal court. In short, SF DHR exists in a "pre-litigation" status as a respondent.

3B. Therefore, I respectfully ask that SF DHR treat my records request as responsive, for they are in a pre-litigation status. **SOTF is that possible?**

4. Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- *“... (ii) A record previously received or created by a department in the ordinary course of business that was not attorney/client privileged when it was previously received or created;...”*

4A. The records and communications concerning Stephen Malloy with SF DHR, were in the "ordinary course of business" and were not attorney/client privileged.

Therefore, I assert that any records or communications are in the "ordinary course of business" and responsive.

I respectfully position that SF DHR does not need to redact any records, that is a privilege, that should not be claimed or granted. As I've reviewed the "pre-litigation" and "ordinary course of business" requirements of the SO, SF DHR is required to treat my records as responsive.

4B. Therefore, I respectfully ask that SF DHR comply with my records request as responsive and release all records, including the amended items, as they were in the ordinary course of business. **SOTF is that possible?**

5. Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- *"... (iii) Advice on compliance with, analysis of, an opinion concerning liability under, or any communication otherwise concerning the California Public Records Act, the Ralph M. Brown Act, the Political Reform Act, any San Francisco governmental ethics code, or this Ordinance..."*

5A. As SF DHR has not asserted attorney-client privilege, nor should they, I request all records.

- a) I want to make a note here of a driver I feel concerning my record's issue with SF DHR and the City Attorney, and that concerns **race and bias**. It is important for the Task Force to understand, that in my experience, the City Attorney's Office and SF DHR are maintaining records in "secret" and not releasing them as required by the SO due to my race, sexuality and protected veteran status.
- There is no reason to not comply with the law, and so when I as a Black, Gay, Protected Veteran demonstrate temporal and culpatory evidence that the afore described City Officials engaged in misconduct, now the SO can't be followed.
 - Now the equal rights promised to me as an "equal" citizen under the law are forced into subjugation under the law to aid white-straight-civilian officials unlawfully evade compliance with the law to protect their jobs.
 - And, this is done by peers who also are primarily white-straight and civilian and invested not in adherence to the SO but to their fellows.
 - **This is bias. This is racist (use of power by the dominant culture). This is disparate treatment.**
- b) The City Attorney's Office and in turn SF DHR are a primarily white-straight-civilian Public Agency, and therefore working to keep "secrets" from the people concerning the only black-gay-protected veteran employed by the City.
- c) "Secrets" that serve to "cover" wrong-doing by their fellow primarily white-straight-civilian coworkers and associates, with the refusal to be transparent and simply release the records for inspection.
- d) This is not a burden in my experience, that my colleagues who are primarily white-straight and civilian have experienced with SF DHR, and the City Attorney's Office.
- From my vantage point, it is a systemic pattern over 8 months now of obstructing the truth concerning my records.
 - It is calculated, planned, and orchestrated by privileged and powerful white-straight-civilian public servants who utilize that access and power to subjugate, deny and obfuscate a simple records request from a black, gay, protected veteran.

- I am that person, who only worked for 6 months in his position with the City...in an entry-level position as their City Independent Contractor.
 - *Yet, due to the unlawful, unethical actions and misconduct of my primarily white-straight-civilian City Bosses around my employment, they are being given an inappropriate and unlawful pass to retain my records in "secret," by their fellow white-straight-civilian City arbiters to cover for their unlawful actions.*
- e) Why the fear, the "secrets," the refusal to comply with the law in my case by SF DHR and the City Attorney?
- **I charge that race – bias are a driver in this disparate treatment that I am experiencing by both SF DHR and the City Attorney.**
- f) I assert that the Task Force should not yield the people's sovereign right to know the truth. No secrets. Produce the records.
- g) We cannot be a City that claims racial equality and openness on the one hand, and then allows SF DHR to deny me the equal right to access public records...that they do white complainants. No secrets. Produce the records.
- h) We cannot be a City too afraid to reveal the secrets where racism, homophobia, classism and military bias hide. No secrets. Produce the records.
- i) **What did public, powerful, privileged City Officers do** in written communications, closed door meetings and sessions, concerning the People's records of Stephen Malloy within the SF DHR Dept.and the City Attorney's Office?
- j) I assert that my records are in conjunction with the SO, therefore also being unlawfully withheld under CPRA and the Ralph Brown Act.
- k) CPRA.
SF DHR has failed to release the public records. That is not allowable under CPRA & the SO.
- l) Ralph Brown Act.
https://en.wikipedia.org/wiki/Brown_Act
- 1) The Act specifically addresses my records request with SF DHR and their attempt to "cover" for the City respondents by unlawfully withholding the people's records.
 - 2) The Ralph Brown Act is clear in establishing the following which may all apply to my complaint with SF DHR:

- "...Closed sessions
- Documents at meetings are public[7]
- Electronic communications
- Notice of meetings[11]
- Open meetings[12]
- Penalty to deprive the public of information[13]
- Public comment[14]
- Public criticism allowed[15]
- Right to recording proceedings[16]
- Reports of closed session actions
- Special meetings..."

• "The introduction to the Brown Act describes its purpose and intent:[3]
In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business.

It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created."

m) SF Ethics Code. The actions by SF DHR to unlawfully withhold my records to "cover" for primarily white-straight-civilian City Officials who from my experience did in fact engage in wrong-doing is in clear violation of the SF Ethics Code.

That is what lead me to Mr. Pierce and Investigator McClain at the Ethics Commission and why they now have the complaint and are in "preliminary investigation" of wrong-doing by City Officials.

5B. Therefore, I respectfully ask SF DHR to treat all my records as responsive and fully release them under not only the SO's requirements as they tie to CPRA, the Ralph Brown Act and the SF Ethics Code. **SOTF is that possible?**

6. Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- "... (7) The record of any confirmed misconduct of a public employee involving personal dishonesty, misappropriation of public funds, resources or benefits, unlawful discrimination against another on the basis of status, abuse of authority, or violence, and of any discipline imposed for such misconduct."

6A. I ask the SOTF to confirm with Mr. Pierce and Mr. McClain of the Ethics Commission:

McClain, Thomas (ETH)

*Wed, Dec
11, 2019,
3:54 PM*

to me, Jeffrey

Dear Mr. Malloy:

We are still completing our analysis in the preliminary review of your complaint. We will update you when we have completed the preliminary review.

Thanks,

Thomas McClain
Senior Investigative Analyst
San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220
San Francisco, CA 94102
Email: thomas.mcclain@sfgov.org
Phone: (415) 252-3100

6B. Therefore, I respectfully ask the SOTF to treat my SF DHR records request as responsive and release them under the SF Ethics Code. **SOTF is that possible?**

7. Sec. 67.25 Immediacy of Response

- a) "Notwithstanding the 10-day period for response to a request permitted in Government Code Section 6256 and in this Article, a written request for information described in any category of non-exempt public information shall be satisfied no later than the close of business on the day following the day of the request. This deadline shall apply only if the words "Immediate Disclosure Request" are placed across the top of the request and on the envelope, subject line, or cover sheet in which the request is transmitted. Maximum deadlines provided in this article are appropriate for more extensive or demanding requests, but shall not be used to delay fulfilling a simple, routine or otherwise readily answerable request.
- b) If the voluminous nature of the information requested, its location in a remote storage facility or the need to consult with another interested department warrants an extension of 10 days as provided in Government Code Section 6456.1, the requester shall be notified as required by the close of business on the business day following the request.

- c) The person seeking the information need not state his or her reason for making the request or the use to which the information will be put, and requesters shall not be routinely asked to make such a disclosure. Where a record being requested contains information most of which is exempt from disclosure under the California Public Records Act and this article, however, the City Attorney or custodian of the record may inform the requester of the nature and extent of the non-exempt information and inquire as to the requester's purpose for seeking it, in order to suggest alternative sources for the information which may involve less redaction or to otherwise prepare a response to the request.
- d) Notwithstanding any provisions of California Law or this ordinance, in response to a request for information describing any category of non-exempt public information, when so requested, the City and County shall produce any and all responsive public records as soon as reasonably possible on an incremental or "rolling" basis such that responsive records are produced as soon as possible by the end of the same business day that they are reviewed and collected. This section is intended to prohibit the withholding of public records that are responsive to a records request until all potentially responsive documents have been reviewed and collected. Failure to comply with this provision is a violation of this Article."

7A. I charge that SF DHR has 'badgered' me by repeatedly denying my records request, failing to properly process my request for months beyond the 10 day requirement, twice now.

- SF DHR is always allowed to force in violation of Section 67.25, to increase the amount of information and names to aid them in a "cover," that is just to maintain responsive records in secret.
- These actions are based on SF DHR's false contention that they found all of my records with 6 emails, which is a lie.
- SF DHR gives the strong appearance of impropriety and a disingenuous tact with their unprofessional accounting of my records search, failure to produce all records and tampering actions tantamount to misconduct under the auspices of the City Attorney.
- The tone and tenor of communications by both SF DHR and the City Attorney, that always place the burden on me to provide additional names, reasons, and information that I am not supposed to even be asked, nor is it required with the extensive IT experience and expertise SF DHR maintains... amounts to badgering in my experience.

7B. Therefore, I respectfully ask the SOTF to treat my SF DHR records request as responsive and ensure they are immediately released. **SOTF is that possible?**

8. Sec. 67.26. Withholding Kept To A Minimum.

- *"No record shall be withheld from disclosure in its entirety unless all information contained in it is exempt from disclosure under express provisions of the California Public Records Act or of some other statute. Information that is exempt from disclosure shall be masked, deleted or otherwise segregated in order that the nonexempt portion of a requested record may be released, and keyed by footnote or other clear reference to the appropriate justification for withholding required by section 67.27 of this article. This work shall be done personally by the attorney or other staff member conducting the exemption review."*

8A. Therefore, I respectfully ask that SF DHR treat my records request as responsive. If not, then comply and release any redacted ones masked, deleted or otherwise segregated...and keyed by footnote or other clear reference. **SOTF is that possible?**

9. Sec. 67.27. Justification Of Withholding.

- *(c) A withholding on the basis that disclosure would incur civil or criminal liability shall cite any specific statutory or case law, or any other public agency's litigation experience, supporting that position.*
- *(d) When a record being requested contains information, most of which is exempt from disclosure under the California Public Records Act and this Article, the custodian shall inform the requester of the nature and extent of the nonexempt information and suggest alternative sources for the information requested, if available.*

9A. Therefore, I respectfully ask that you treat my records request as responsive. If not, then DHR should comply and release the redacted ones citing the civil, criminal, or statutory case law. Also, DHR should inform me of the nature and extent of the nonexempt information with alternative sources. **SOTF is that possible?**

10. Sec. 67.34. Willful Failure Shall Be Official Misconduct.

*"The willful failure of any elected official, department head, or other managerial city employee to discharge any duties imposed by the Sunshine Ordinance, the Brown Act or the Public Records Act **shall be deemed official misconduct...**"*

- I would offer that DHR's redaction they provided me on 11-14-19 of what appears to be just a mess of maybe 8 emails of blacked out pages, is a **willful action to cover wrongdoing by DPH Dir. Greg Wagner and DHR Directors Susan Gard & Micki Callahan.**
- If not, then release the records for inspection.
- And, concerning their unlawful redaction of how those records are to be reported...and were not to me or the SOTF...of the people's record

concerning Stephen Malloy, the *Sacramento Bee* said it far better than me
Re: the Ralph Brown Act:

"A law to prohibit secret meetings of official bodies, save under the most exceptional circumstances, should not be necessary. Public officers above all other persons should be imbued with the truth that their business is the public's business and they should be the last to tolerate any attempt to keep the people from being fully informed as to what is going on in official agencies. Unfortunately, however, that is not always the case. Instances are many in which officials have contrived, deliberately and shamefully, to operate in a vacuum of secrecy.[4]"

9A. A simple IT search of my name against the afore mentioned DHR Officials cited in the 6 emails by IT, would easily demonstrate **who else in DHR Leadership are being kept secret from us?**

- a) Who else in DHR have records/communications being kept secret by DHR Voong, Gard & Callahan concerning Stephen Malloy. The Senior DHR Staff who have engaged in written records, meetings and communications concerning Stephen Malloy that we are being hidden from me and you as the SOTF/Public?
- b) Records that the City Attorney is unlawfully not providing to the public for inspection.
- c) **This is why I charge that the City Attorney or Senior DHR Staff, are not allowing IT to collect the records.**
- d) I charge DHR is engaged in improperly keeping "secret" the people's records.
- e) ***If not, then release them. I have nothing to hide, I respect the people's sovereign right to inspect all written records.***
- f) I assert there should be no "privilege" provided to the public officials who have written records concerning Stephen Malloy, an entry-level public employee, to maintain any secret or redacted records from the people.
- g) As the City Ethics Commission and the phalanx of legal minds assembled behind me as I speak today demonstrate, SF DHR is refusing to release my records.
- h) They have them.
- i) They are willfully choosing to break the law and deny my records be released and inspected by the public.

- j) That action is unlawful under the SO and from my vantage point indicates malfeasance and improper government activity on behalf of SF DHR and the City Attorney.
- k) I respectfully ask the Task Force to keep no secrets from the people **because of the actual or perceived nature of DHR/City Attorney's attempt to improperly withhold records** due to the City's unethical and illegal involvement in the administration of City Independent Contractor Stephen Malloy's work.
- l) It is 2020, DHR IT Personnel are experts who manage a highly sensitive data base. This type of basic record's search is not a problem. It is the content of the records that is the problem, and I do not yield my sovereign right to inspect those public records to Mr. Voong, Directors Callahan or Gard.

I retain, and respectfully request the SO Task Force retain, the people's sovereign right to inspect all such written records...to include meetings and other applicable communications.

Therefore SOTF, I respectfully now ask after presenting you this fact sheet, that you treat my records request as responsive and ensure SF DHR complies with the SO.
SOTF is that possible?

Thank you for your consideration in this matter.

Stephen Malloy

1-20-20

To: Ms. Leger

Thru: SF HR

Subject: SOTF - Malloy 1-28-20 Hearing Fact SF DHR Outline - File No. 19140

Thank you Ms. Leger, for your efforts in getting my records set before the Sunshine Ordinance (SO) Task Force.

Given the choice by SF DHR to withhold responsive records from me & the SOTF, by unlawfully maintaining them as "secret," please find below a complaint fact outline I will speak to with the SOTF during my Q&A section of the hearing.

It contains the specific SO Violations by SF DHR Custodian Mr. Henry Voong, SF DHR Policy Dir. Susan Gard and SF DHR Dir. Micki Callahan concerning my complaint.

I would like to include this below document in my complaint please for the SOTF, as I now also charge SF DHR with violation of SO Section 67.35; willful failure and official misconduct by working with the City Attorney in tampering and withholding the people's records concerning Stephen Malloy from inspection.

I. SF DHR & CITY ATTORNEY VIOLATION OF SO FACTS:

- 1) Failure to release all public records concerning Stephen Malloy from my 11-5-19 Immediate Disclosure Request Email & Failure to let me come in and inspect the records prior to copying them.

- Willful misconduct by unlawfully retaining those public records in "secret."

A. I find that under the SO, SF DHR Record's Custodian Henry Voong's 11-14-19 Email to me where he released only the following records failed. Mr. Voong's release did not produce all of my responsive records, only the following records:

- 5 Emails dated 1-2-19
- 8+/- Unlawfully redacted emails with only blacked out pages that did not comply with SO redaction standards
- 1 Email dated 12-18-18
- From those 6 specific emails, we now know that the following DHR & DPH Senior City Officials generated Public Records concerning the People's City Independent Contractor Stephen Malloy: <https://sfdhr.org/meet-team>
 - a) Jeanne Buick, DHR Executive Assistant
 - b) Micki Callahan, DHR Director
 - c) Susan Gard, DHR Policy Director

- d) Susanna Luong, DHR Manager Administrative Services
- e) Kate Howard, DHR Managing Deputy Director
- f) Linda Simon, DHR Equal Employment Opportunity (EEO) Manager
- g) Maggie Rykowski, DPH Chief of Integrity
- h) Ron Weigelt, DPH HR Director
- i) Greg Wagner, DPH Director

- Yet, Mr. Voong failed to do his job. **Voong did not follow the email or written record threads of those City Officials** concerning their public records concerning Stephen Malloy.
 - Which means that Mr. Voong is also unlawfully maintaining other DHR Officials who created public records from those emails, and other written records that we are not being told as well, concerning Stephen Malloy. **SOTF where are those other DHR City Official's written records?**
 - Mr. Voong, Dir. Gard and Dir. Callahan are willfully and unlawfully chosing to maintain those records as secret, in violation of the SO.
 - Voong did not pursue the other written records from each of those DHR Officials, who clearly generated more records concerning Stephen Malloy.
 - SF DHR is breaking the SO, by unlawfully holding public records from inspection in secret.
 - I am asking you as the SOTF to release all public records under SF DHR, per the SO for inspection by the people. I do not yield our sovereign right to do so. **SOTF is that possible?**
- B. I assert that it remains my right to inspect all the people's records at SF DHR concerning Stephen Malloy from April 1, 2018 to present day.
- C. I have previously asked, starting on Nov. 5th 2019 with my initial immediate disclosure request for the people's records, and here we are almost 3 months past the SO standard and SF DHR still is unlawfully refusing to comply with the law and release the records.
- D. As I attempt again through the SOTF to gain their compliance, I ask again that when SF DHR produce's the records and before copying them, to call me in. So that, I may inspect the records in person, please. **SOTF is that possible?**
- E. SF DHR provided only 6 emails and 8 unlawfully redacted emails, from Malloy's 6 months working with SF DHR Personnel from April 2018 to October 2018.

- And specifically, on or about September 2018 forward due to Malloy's illegal personnel administration by the City, as he was a State Employee under Federal Jurisdiction.
 - Consequently, **starting in September of 2018 SF DHR became heavily involved in this official misconduct.**
 - In fact, there are tens to hundreds of pages of records in existence concerning Stephen Malloy, on SF DHR's IT Servers from September 2018 to today. **SOTF can we compel SF DHR to comply with the SO and release the records?**
- F. In addition, SF DHR did not provide any and all records, post September 2018 to present, as I had requested on 11/4/19.
- SF DHR "badgered" me on 11-6-19 & 11-7-19 to give them more information.
 - SO Section 67.25 is clear on this:
- "The person seeking the information need not state his or her reason for making the request or the use to which the information will be put, and requesters shall not be routinely asked to make such a disclosure."
- G. This refusal by SF DHR to release the people's records, is in violation of our sovereign right under SO, to hold public officers accountable for withholding records in "secret" from the public's inspection.
- H. In short, from my experience in this process, SF DHR is guilty of lying to the public.
- I. This lie, that SF DHR only has 6 visible emails and 8 unlawfully redacted emails, is perpetrated by City Attorney Dennis Herrera and directed by his agent City Attorney Jonathan Yank.
- J. Mr. Yank has been assigned to my "case" and has acerbically corresponded with me in the past. Please note some of my correspondence with the City Attorney's Office from 11-4-19 for example:
- **"From: "Yank, Jonathan (CAT)" <Jonathan.Yank@sfcityatty.org>**
Date: November 4, 2019 at 3:26:10 PM PST
To: Joseph Eckhart <JEckhart@perb.ca.gov>
Cc: "grovestand2012@gmail.com" <grovestand2012@gmail.com>
Subject: RE: Unfair Practice Charge No. SF-CE-1677-M

Mr. Eckhart:

Mr. Malloy has no knowledge of the workings of our office.
Each case is assigned to a single attorney.
This case is assigned to me.

Therefore, the relevant issue is my workload, not how "robust" our office is.

And I note that Mr. Malloy, who was actually an employee of the University of California (not the City—see attached), states no substantive basis to deny my reasonable request.

Jonathan Yank
Deputy City Attorney
Office of City Attorney Dennis Herrera
1390 Market Street, Fifth Floor
San Francisco, CA 94102
(415) 554-3816 Direct
jonathan.yank@sfcityatty.org
www.sfcityattorney.org
Find us on: [Facebook](#) [Twitter](#) [Instagram](#)

- **"From:** grovestand2012@gmail.com <grovestand2012@gmail.com>
Sent: Monday, November 4, 2019 3:17 PM
To: Joseph Eckhart <JEckhart@perb.ca.gov>
Cc: Yank, Jonathan (CAT) <Jonathan.Yank@sfcityatty.org>
Subject: Re: Unfair Practice Charge No. SF-CE-1677-M

Mr. Eckhart:

The City Attorney's Office is robust enough to handle your request to reply by Nov. 12th.

I would therefore request you decline, so that we may proceed.

Thank you,

Stephen Malloy"

K. This is how I know that City Attorney Yank is the responsible party for directing all City Respondents concerning my SOTF Complaints. I charge that the SF DHR thru the City Attorney, is **illegally targeting** me due to my protected characteristics with two unlawful actions under the SO:

- 1) First, City Attorney Herrera & Yank have unlawfully placed SF DHR under a "Gag Order," which explains why SF DHR has not responded properly to my, or your request Ms. Leger, to provide us a full accounting of all my records post Mr. Voong's Nov. 14,th 2019 Email.

a) How do I know this?

- b) Because I am the complainant, who worked for the City as their Independent Contractor at SF DPH's Sobering Center Site.
- c) The City illegally sent their Human Resources Equal Employment Manager Hallie B. Albert to unlawfully breach my 7-1-18 UC Regents/UCSF-City of San Francisco Contract on 10-3-18 as retaliation for issuing protected discrimination disclosures against my contracted City DPH worksite.
- d) 10-3-18 City EEO Manager Albert illegally retaliated and attacked Malloy under the umbrella of City Administration, when in fact as an Independent City Contractor, Malloy was a State Employee under Federal Jurisdiction as a Disabled Veteran and should not have been touched by the City.
- e) See Attached 7-1-18 UC Regents & City of San Francisco Malloy Work Contract.
- f) **Breach** of the 7-1-18 City DPH/UC Regents Contract Obligations under, **Section 14:** Independent Contractor Protections for Malloy.
- It prohibits the City/DPH from participating, collaborating, engaging in any employment and right to control the method and means by which the State/UCSF manages my work or personnel affairs.
 - *"...Contractor or any agent or employee of Contractor shall not have employee status with City, Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement..."*
- g) **Breach** of the 7-1-18 City DPH/UC Regents Contract Obligations under, **Section 30:** Independent Contractor Protections for Malloy.
- It prohibits the State/UCSF from allowing the City/DPH, to be assigned or delegated any duties in relationship or the administration of my work or personnel affairs.
 - *"Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties obligations hereunder may be assigned or delegated by the Contractor..."*

- h) **Breach** of the 7-1-18 City DPH/UC Regents Contract Obligations under, **Section 43: Independent Contractor Protections for Malloy.**
Appendix G Pages 14-15:
- City is Obligated as a Federal Subcontractor due to its 7-1-18 Contract with the UC/UCSF and Malloy's Protected Status as a Disabled Veteran
 - Federal EEO Jurisdiction & Work Protections must be provided to Malloy
 - Two Laws stipulated in the City's Contract with the UC/UCSF demand this, **Executive Order 11246 and VEVRAA**
 - Both of which prohibit discrimination and obstruction in all matters surrounding compliance to applicable City, State or Federal Laws.
 - Specifically, coming out of Appendix G under the Intergovernmental Restrictions that the City is under Contract to Comply with, including the Sunshine Ordinance:
 - **§60-300.21 Prohibitions**
https://www.ecfr.gov/cgi-bin/text-idx?SID=b885fe75a1c4766ffab5c0316b13f11d&node=41:1.2.3.1.9&rgn=div5#se41.1.60_6300_121
 - *“(a) Disparate treatment. It is unlawful for the contractor to deny an employment opportunity or benefit or otherwise to discriminate against a qualified individual because of that individual's status as a protected veteran...”*
 - *“(c) Contractual or other arrangements—(1) In general. It is unlawful for the contractor to participate in a contractual or other arrangement or relationship that has the effect of subjecting the contractor's own qualified...employee who is a protected veteran...to the discrimination prohibited by this part.”*
- i) These are now well documented facts that are resulting in government agencies, currently ripening their cases to discipline both City and State for these damaging actions of retaliation.
- j) See 2 PERB Evidence Attachments below, as Documented “Prima Facia” Case Evidence, that currently demonstrates responsible parties due to the City's unlawful administration in Malloy's State Personnel Affairs.
- k) *This is why Mr. Voong, Dir. Gard and Dir. Callahan are refusing to release all records. This is why they are maintaining the records in secret and unlawfully redacting records.*

- 2) Second, City Attorney Herrera & Yank have unlawfully prohibited SF DHR from releasing all records concerning Stephen Malloy. They are maintaining the records in "secret," which stands in willful violation of the SO and the SOTF.
- a) When it is a fact, that I created written records and communicated tens to hundreds of times, with City Personnel.
- b) City Personnel like these prior named SF DHR Officials from SF DHR's 11-5-19 6 email cache:
- Officials, who clearly created public written records concerning Stephen Malloy, but Mr. Voong did not provide us all the records.
 - SF DHR only cited 1 Email thread from 1-2-19.
 - This is a clear, willful and official act of misconduct on the part of SF DHR to break the law and not be held responsible or accountable for their illegal actions:
 - a) Jeanne Buick, DHR Executive Assistant
 - b) Micki Callahan, DHR Director
 - c) Susan Gard, DHR Policy Director
 - d) Susanna Luong, DHR Manager Administrative Services
 - e) Kate Howard, DHR Managing Deputy Director
 - f) Linda Simon, DHR Equal Employment Opportunity (EEO) Manager
 - g) Maggie Rykowski, DPH Chief of Integrity
 - h) Ron Weigelt, DPH HR Director
 - i) Greg Wagner, DPH Director
- c) *Most importantly, who are the other City Officials who Mr. Voong is protecting by holding their records unlawfully against the SO in "secret?"*
- d) This is why I am asking the SOTF to make SF DHR comply with the SO.
- Mr. Voong and Mr. Yank are therefore lying.
 - **There are clearly many more responsive records in existence at SF DHR.**
- e) Mr. Voong, City Attorney Herrera and all other Officials that we do know about and those Officials that we don't know yet due to the "secret"

records being held from us, are all **refusing to comply with the SO**, and the standards and practices they attended training for and **signed the City Oath to uphold**, for managing the people's records under the law.

L. Therefore, I charge SF DHR under SO Section 67.35 with improper government activity and willful failure and misconduct, by their decision to withhold a full accounting of the people's records concerning Stephen Malloy.

M. My charge of willful failure and misconduct falls under the following 10 Sections in the SO; detailed below.

II. **These are my exact complaints concerning SF DHR, to the SOTF, for consideration in ensuring SF DHR & the City Attorney comply with the SO:**

1. Sec. 67.21. Process For Gaining Access To Public Records; Administrative Appeals.

- *"(c) A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure..."*
- *"...and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request..."*

1A. SF DHR SO VIOLATION TIMELINE

A. November 5, 2019

- I send DHR my Immediate Disclosure Request

B. November 6, 2019

- Custodian Voong requests a narrower scope. I respond.
- I am against the SO Rules 67.25 forced by DHR to: *"specify what type of records...or provide more information..."*
- I point this out, as DHR's non-compliance made me feel badgered as a Citizen in this process

C. November 7, 2019

- DHR again pushes me to give additional information. I respond and provide names to Custodian Voong.

D. November 7, 2019

- DHR responds with their first 10 day extension request.

E. November 14, 2019

- DHR Voong releases 6 Emails from only two dates: 12-28-19 & 1-2-20.
- 8 unlawfully redacted emails with none of the required notations under the SO
- DHR did not identify the existence, form or nature of all records, when they hold an extensive cache of emails, meetings, agendas, and written records

F. November 15, 2019

- I charge Mr. Voong et all in DHR Leadership with covering for official misconduct by DHR & DPH Officials in my 11-15-19 Email.
- ***Mr. Voong is aware that his Bosses Dir. Gard & Dir. Callahan have broken those City Laws (EEO, Discrimination and Sexual Harassment) and are also under review by the SF Ethics Commission for a potential Ethics Investigation. This is the reason for Voong's failure to produce the records.***

G. January 7, 2020

- SOTF 5 Day Response

H. January 14, 2020

- DHR responds with their second 10 day extension request.
- Egregious Delay

1C. The reason I asked the DHR Custodian Voong to address all written records, is that the City Attorney has clearly been scrubbing and improperly withholding the records in "secret":

- a) The City Attorney, as I'm experiencing this process, is "tampering."
- b) Yank is redacting records and issuing carte blanche orders to the SF DHR Custodians, who are unlawfully abiding them and excluding all records, both written and oral without meeting their obligations under the law/SO.
 - If not, then why 3 months later, since I submitted my Nov. 2018 Immediate Disclosure Request, am I still looking at only 6 emails from SF DHR?
- c) Yank is not following SO law in how the records are to be reported.
- d) Yank is not following SO law, were he, even to redact.
- e) I charge this is to "cover" unlawfully for the official misconduct of DHR Officials concerning Stephen Malloy, due to my race (black), sexual orientation (gay) and protected veteran status.

- f) Disparate Treatment by Yank and SF DHR towards Malloy based on his race, sexuality and covered veteran status. All protected characteristics under City Laws.
- g) I do not believe that white-straight and civilian complainants are being denied access to their responsive records, as I am, with my complaint.
- h) I assert that this is a unique complaint before the SOTF, in regards to the unlawful measures that the City Attorney is taking in secret, and without the knowledge of the SOTF...to target Complainant Malloy with such disparate treatment.
- i) I therefore request that the SOTF not allow any of Malloy's public records to be hidden from them, or denied access by them, from SF DHR & the City Attorney.
- j) The same holds for redacted records, were they to be provided in the near future either. I assert that due to the "cover" by the City Attorney, there should be no "attorney-client privilege" allowed.
- k) That is a "privilege" and does not have to be followed by the SOTF, if they find reason to believe that the respondent is engaging in willful and official misconduct.
 - Clear misconduct, when the City Attorney is keeping responsive records "secret," to protect primarily straight-white, privileged and powerful white city managers.
 - This is unlawful under the SO. I ask that the SOTF not honor the "privilege" and require SF DHR to provide all records without redactions for inspection.

1D. Therefore, I respectfully ask SF DHR treat my records request as responsive and release the many such records City Attorney Yank is withholding, by categorizing them appropriately: existence, form and nature. **SOTF is that possible?**

2. Sec. 67.24. Public Information That Must Be Disclosed.

- *Drafts and Memoranda*
"No preliminary draft or department memorandum, whether in printed or electronic form, shall be exempt from disclosure under Government Code Section 6254, subdivision (a) or any other provision."

2A. SF DHR did not provide drafts or memorandum concerning my records, in particular those since September 2018. As numerous additional records concerning Stephen Malloy, have certainly been created, as more and more SF DHR Leadership have become involved in meetings, closed sessions, written records, oral, and various

communications concerning Stephen Malloy... I assert there are more of these kinds of responsive records unlawfully being withheld.

I call into administration a full accounting and release of all the people's records concerning Stephen Malloy.

2B. Therefore, I respectfully ask that SF DHR treat all my records, to include those in the amended section request, as responsive and release drafts or memorandums. **SOTF is that possible?**

3. Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- *"(1) Notwithstanding any exemptions otherwise provided by law, the following are public records subject to disclosure under this Ordinance:*
- *A pre-litigation claim against the City;..."*

3A. The City is currently not charged or processing my complaint in any civil or criminal court. In short, SF DHR exists in a "pre-litigation" status as a respondent.

3B. Therefore, I respectfully ask that SF DHR treat my records request as responsive, for they are in a pre-litigation status. **SOTF is that possible?**

4. Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- *"... (ii) A record previously received or created by a department in the ordinary course of business that was not attorney/client privileged when it was previously received or created;..."*

4A. The records and communications concerning Stephen Malloy with SF DHR, were in the "ordinary course of business" and were not attorney/client privileged.

Therefore, I assert that any records or communications are in the "ordinary course of business" and responsive.

I respectfully position that SF DHR does not need to redact any records, that is a privilege, that should not be claimed or granted. As I've reviewed the "pre-litigation" and "ordinary course of business" requirements of the SO, SF DHR is required to treat my records as responsive.

4B. Therefore, I respectfully ask that SF DHR comply with my records request as responsive and release all records, including the amended items, as they were in the ordinary course of business. **SOTF is that possible?**

5. Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- *"... (iii) Advice on compliance with, analysis of, an opinion concerning liability under, or any communication otherwise concerning the California Public Records Act, the Ralph M. Brown Act, the Political Reform Act, any San Francisco governmental ethics code, or this Ordinance..."*

5A. As SF DHR has not asserted attorney-client privilege, nor should they, I request all records.

- a) I want to make a note here of a driver I feel concerning my record's issue with SF DHR and the City Attorney, and that concerns **race and bias**. It is important for the Task Force to understand, that in my experience, the City Attorney's Office and SF DHR are maintaining records in "secret" and not releasing them as required by the SO due to my race, sexuality and protected veteran status.
 - There is no reason to not comply with the law, and so when I as a Black, Gay, Protected Veteran demonstrate temporal and culpatory evidence that the afore described City Officials engaged in misconduct, now the SO can't be followed.
 - Now the equal rights promised to me as an "equal" citizen under the law are forced into subjugation under the law to aid white-straight-civilian officials unlawfully evade compliance with the law to protect their jobs.
 - And, this is done by peers who also are primarily white-straight and civilian and invested not in adherence to the SO but to their fellows.
 - **This is bias. This is racist (use of power by the dominant culture). This is disparate treatment.**
- b) The City Attorney's Office and in turn SF DHR are a primarily white-straight-civilian Public Agency, and therefore working to keep "secrets" from the people concerning the only black-gay-protected veteran employed by the City.
- c) "Secrets" that serve to "cover" wrong-doing by their fellow primarily white-straight-civilian coworkers and associates, with the refusal to be transparent and simply release the records for inspection.
- d) This is not a burden in my experience, that my colleagues who are primarily white-straight and civilian have experienced with SF DHR, and the City Attorney's Office.
 - From my vantage point, it is a systemic pattern over 8 months now of obstructing the truth concerning my records.
 - It is calculated, planned, and orchestrated by privileged and powerful white-straight-civilian public servants who utilize that access and power to subjugate, deny and obfuscate a simple records request from a black, gay, protected veteran.

- I am that person, who only worked for 6 months in his position with the City...in an entry-level position as their City Independent Contractor.
 - *Yet, due to the unlawful, unethical actions and misconduct of my primarily white-straight-civilian City Bosses around my employment, they are being given an inappropriate and unlawful pass to retain my records in "secret," by their fellow white-straight-civilian City arbiters to cover for their unlawful actions.*
- e) Why the fear, the "secrets," the refusal to comply with the law in my case by SF DHR and the City Attorney?
- **I charge that race – bias are a driver in this disparate treatment that I am experiencing by both SF DHR and the City Attorney.**
- f) I assert that the Task Force should not yield the people's sovereign right to know the truth. No secrets. Produce the records.
- g) We cannot be a City that claims racial equality and openness on the one hand, and then allows SF DHR to deny me the equal right to access public records...that they do white complainants. No secrets. Produce the records.
- h) We cannot be a City too afraid to reveal the secrets where racism, homophobia, classism and military bias hide. No secrets. Produce the records.
- i) **What did public, powerful, privileged City Officers do** in written communications, closed door meetings and sessions, concerning the People's records of Stephen Malloy within the SF DHR Dept.and the City Attorney's Office?
- j) I assert that my records are in conjunction with the SO, therefore also being unlawfully withheld under CPRA and the Ralph Brown Act.
- k) CPRA.
SF DHR has failed to release the public records. That is not allowable under CPRA & the SO.
- l) Ralph Brown Act.
https://en.wikipedia.org/wiki/Brown_Act
- 1) The Act specifically addresses my records request with SF DHR and their attempt to "cover" for the City respondents by unlawfully withholding the people's records.
 - 2) The Ralph Brown Act is clear in establishing the following which may all apply to my complaint with SF DHR:

- "...Closed sessions
- Documents at meetings are public[7]
- Electronic communications
- Notice of meetings[11]
- Open meetings[12]
- Penalty to deprive the public of information[13]
- Public comment[14]
- Public criticism allowed[15]
- Right to recording proceedings[16]
- Reports of closed session actions
- Special meetings..."

• "The introduction to the Brown Act describes its purpose and intent:[3]
In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business.

It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created."

m) SF Ethics Code. The actions by SF DHR to unlawfully withhold my records to "cover" for primarily white-straight-civilian City Officials who from my experience did in fact engage in wrong-doing is in clear violation of the SF Ethics Code.

That is what lead me to Mr. Pierce and Investigator McClain at the Ethics Commission and why they now have the complaint and are in "preliminary investigation" of wrong-doing by City Officials.

5B. Therefore, I respectfully ask SF DHR to treat all my records as responsive and fully release them under not only the SO's requirements as they tie to CPRA, the Ralph Brown Act and the SF Ethics Code. **SOTF is that possible?**

6. Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- "... (7) The record of any confirmed misconduct of a public employee involving personal dishonesty, misappropriation of public funds, resources or benefits, unlawful discrimination against another on the basis of status, abuse of authority, or violence, and of any discipline imposed for such misconduct."

6A. I ask the SOTF to confirm with Mr. Pierce and Mr. McClain of the Ethics Commission:

McClain, Thomas (ETH)

Wed, Dec
11, 2019,
3:54 PM

to me, Jeffrey

Dear Mr. Malloy:

We are still completing our analysis in the preliminary review of your complaint. We will update you when we have completed the preliminary review.

Thanks,

Thomas McClain
Senior Investigative Analyst
San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220
San Francisco, CA 94102
Email: thomas.mcclain@sfgov.org
Phone: (415) 252-3100

6B. Therefore, I respectfully ask the SOTF to treat my SF DHR records request as responsive and release them under the SF Ethics Code. **SOTF is that possible?**

7. Sec. 67.25 Immediacy of Response

- a) "Notwithstanding the 10-day period for response to a request permitted in Government Code Section 6256 and in this Article, a written request for information described in any category of non-exempt public information shall be satisfied no later than the close of business on the day following the day of the request. This deadline shall apply only if the words "Immediate Disclosure Request" are placed across the top of the request and on the envelope, subject line, or cover sheet in which the request is transmitted. Maximum deadlines provided in this article are appropriate for more extensive or demanding requests, but shall not be used to delay fulfilling a simple, routine or otherwise readily answerable request.
- b) If the voluminous nature of the information requested, its location in a remote storage facility or the need to consult with another interested department warrants an extension of 10 days as provided in Government Code Section 6456.1, the requester shall be notified as required by the close of business on the business day following the request.

- c) The person seeking the information need not state his or her reason for making the request or the use to which the information will be put, and requesters shall not be routinely asked to make such a disclosure. Where a record being requested contains information most of which is exempt from disclosure under the California Public Records Act and this article, however, the City Attorney or custodian of the record may inform the requester of the nature and extent of the non-exempt information and inquire as to the requester's purpose for seeking it, in order to suggest alternative sources for the information which may involve less redaction or to otherwise prepare a response to the request.
- d) Notwithstanding any provisions of California Law or this ordinance, in response to a request for information describing any category of non-exempt public information, when so requested, the City and County shall produce any and all responsive public records as soon as reasonably possible on an incremental or "rolling" basis such that responsive records are produced as soon as possible by the end of the same business day that they are reviewed and collected. This section is intended to prohibit the withholding of public records that are responsive to a records request until all potentially responsive documents have been reviewed and collected. Failure to comply with this provision is a violation of this Article."

7A. I charge that SF DHR has 'badgered' me by repeatedly denying my records request, failing to properly process my request for months beyond the 10 day requirement, twice now.

- SF DHR is always allowed to force in violation of Section 67.25, to increase the amount of information and names to aid them in a "cover," that is just to maintain responsive records in secret.
- These actions are based on SF DHR's false contention that they found all of my records with 6 emails, which is a lie.
- SF DHR gives the strong appearance of impropriety and a disingenuous tact with their unprofessional accounting of my records search, failure to produce all records and tampering actions tantamount to misconduct under the auspices of the City Attorney.
- The tone and tenor of communications by both SF DHR and the City Attorney, that always place the burden on me to provide additional names, reasons, and information that I am not supposed to even be asked, nor is it required with the extensive IT experience and expertise SF DHR maintains... amounts to badgering in my experience.

7B. Therefore, I respectfully ask the SOTF to treat my SF DHR records request as responsive and ensure they are immediately released. SOTF is that possible?

8. Sec. 67.26. Withholding Kept To A Minimum.

- "No record shall be withheld from disclosure in its entirety unless all information contained in it is exempt from disclosure under express provisions of the California Public Records Act or of some other statute. Information that is exempt from disclosure shall be masked, deleted or otherwise segregated in order that the nonexempt portion of a requested record may be released, and keyed by footnote or other clear reference to the appropriate justification for withholding required by section 67.27 of this article. This work shall be done personally by the attorney or other staff member conducting the exemption review."

8A. Therefore, I respectfully ask that SF DHR treat my records request as responsive. If not, then comply and release any redacted ones masked, deleted or otherwise segregated...and keyed by footnote or other clear reference. **SOTF is that possible?**

9. Sec. 67.27. Justification Of Withholding.

- (c) A withholding on the basis that disclosure would incur civil or criminal liability shall cite any specific statutory or case law, or any other public agency's litigation experience, supporting that position.
- (d) When a record being requested contains information, most of which is exempt from disclosure under the California Public Records Act and this Article, the custodian shall inform the requester of the nature and extent of the nonexempt information and suggest alternative sources for the information requested, if available.

9A. Therefore, I respectfully ask that you treat my records request as responsive. If not, then DHR should comply and release the redacted ones citing the civil, criminal, or statutory case law. Also, DHR should inform me of the nature and extent of the nonexempt information with alternative sources. **SOTF is that possible?**

10. Sec. 67.34. Willful Failure Shall Be Official Misconduct.

"The willful failure of any elected official, department head, or other managerial city employee to discharge any duties imposed by the Sunshine Ordinance, the Brown Act or the Public Records Act **shall be deemed official misconduct...**"

- I would offer that DHR's redaction they provided me on 11-14-19 of what appears to be just a mess of maybe 8 emails of blacked out pages, is a **willful action to cover wrongdoing by DPH Dir. Greg Wagner and DHR Directors Susan Gard & Micki Callahan.**
- If not, then release the records for inspection.
- And, concerning their unlawful redaction of how those records are to be reported...and were not to me or the SOTF...of the people's record

concerning Stephen Malloy, the *Sacramento Bee* said it far better than me
Re: the Ralph Brown Act:

"A law to prohibit secret meetings of official bodies, save under the most exceptional circumstances, should not be necessary. Public officers above all other persons should be imbued with the truth that their business is the public's business and they should be the last to tolerate any attempt to keep the people from being fully informed as to what is going on in official agencies. Unfortunately, however, that is not always the case. Instances are many in which officials have contrived, deliberately and shamefully, to operate in a vacuum of secrecy.[4]"

9A. A simple IT search of my name against the afore mentioned DHR Officials cited in the 6 emails by IT, would easily demonstrate **who else in DHR Leadership are being kept secret from us?**

- a) Who else in DHR have records/communications being kept secret by DHR Voong, Gard & Callahan concerning Stephen Malloy. The Senior DHR Staff who have engaged in written records, meetings and communications concerning Stephen Malloy that we are being hidden from me and you as the SOTF/Public?
- b) Records that the City Attorney is unlawfully not providing to the public for inspection.
- c) **This is why I charge that the City Attorney or Senior DHR Staff, are not allowing IT to collect the records.**
- d) I charge DHR is engaged in improperly keeping "secret" the people's records.
- e). ***If not, then release them. I have nothing to hide, I respect the people's sovereign right to inspect all written records.***
- f) I assert there should be no "privilege" provided to the public officials who have written records concerning Stephen Malloy, an entry-level public employee, to maintain any secret or redacted records from the people.
- g) As the City Ethics Commission and the phalanx of legal minds assembled behind me as I speak today demonstrate, SF DHR is refusing to release my records.
- h) They have them.
- i) They are willfully choosing to break the law and deny my records be released and inspected by the public.

- j) That action is unlawful under the SO and from my vantage point indicates malfeasance and improper government activity on behalf of SF DHR and the City Attorney.
- k) I respectfully ask the Task Force to keep no secrets from the people **because of the actual or perceived nature of DHR/City Attorney's attempt to improperly withhold records** due to the City's unethical and illegal involvement in the administration of City Independent Contractor Stephen Malloy's work.
- l) It is 2020, DHR IT Personnel are experts who manage a highly sensitive data base. This type of basic record's search is not a problem. It is the content of the records that is the problem, and I do not yield my sovereign right to inspect those public records to Mr. Voong, Directors Callahan or Gard.

I retain, and respectfully request the SO Task Force retain, the people's sovereign right to inspect all such written records...to include meetings and other applicable communications.

Therefore SOTF, I respectfully now ask after presenting you this fact sheet, that you treat my records request as responsive and ensure SF DHR complies with the SO.

SOTF is that possible?

Thank you for your consideration in this matter.

Stephen Malloy

10-22-19

Attn: PERB Case, SF-CE-12221-H, Re: Stephen Malloy

Subject: Amended Charge with new evidence of 9 Sunshine Ordinance Emails (SOE) from 9-28-18 to 11-2-18 indicting 13 City and State Officials with illegally retaliating against Malloy in violation of HERRA/MMBA, for his protected and concerted union activity on 9-27-18, from 7:30pm to 9:30pm at Dept. of Public Health, Sobering Center.

The SOE provides a preponderance of irrefutable evidence that indicts and documents how from 9-28-18 to 11-2-18 Malloy's City and State Employers illegally retaliated and discriminated against him. They illegally targeted only Malloy, of the 6 union employees who engaged in the protected & concerted activity on 9-27-18, for his participation in it. They willfully breached and violated Malloy's equal rights to be free from retaliation and discrimination under his protections guaranteed to him by HERRA/MMBA and his City & State Employment Contracts. The 9 SOE show a clear trail of evidence with an exact timeline demonstrating that his City & State Employers in violation of HERRA/MMBA specifically met and conspired in secret to plan a series of:

- Threats
- Interrogations
- Punishment
- Spying and Surveillance

Against Malloy. They coordinated and targeted this reprisal for Malloy's lawful exercise of his right under HERRA/MMBA to engage in union protected and concerted activity with his 5 coworkers.

My rights under HERRA and MMBA were stripped from me and I was subjected to direct retaliation because of my lawful union protected & concerted activity on 9-27-18 from 7:30pm to 9:30pm, with 5 of my coworkers at my workplace the Dept. of Public Health (DPH) Sobering Center.

This resulted in a retaliation that was conducted in secret to ensure I was wrongfully terminated from 9-28-18 to 11-2-18, as the 9 below Sunshine Ordinance Emails exhibit.

As the case letter, page 2, first paragraph states, HEERA and the MMBA both give employees:

*"The right to form, join, and **participate in the activities of employee organizations** of their own choosing for the purpose of representation on **all matters** of employer-employee relations...(Gov. Code, 3502 & 3565.)*

*Both statutes protect these by making it unlawful for employers to "[i]mpose or threaten to impose **reprisals on employees**, to discriminate or threaten to discriminate against employees, or otherwise to **interfere** with, restrain, or coerce employees because of their exercise of rights guaranteed by the statutes. (Gov. Code 3506.5, subd. (a) & 3571, subd. (a).)"*

AMENDED CHARGE

A. 9-27-18 at my worksite, the Dept. of Public Health (DPH) Sobering Center, which is located at 1171 Mission St., SF, CA 94103, from 7:30pm to 9:30pm, I and 5 of my fellow employees engaged in lawful concerted activity.

1. However, I was immediately singled out and retaliated against with a wrongful termination for my participation in the union activity by the next morning of 9-28-18. This was illegal under HERRA/MMBA.

B. This was a legal right we possessed under the SEIU 1021 Collective Bargaining Agreement, that I and they fell under, with PERB.

C. Also, as City of San Francisco Employees or in my case as the City's Independent Contractor and fellow Teamster at the Sobering Center, who was also a Univ. of CA (UCSF) State Employee.

D. These are my fellow union employees that engaged in the 9-27-18, 7:30pm to 8:30pm protected and concerted activity:

1. DPH Nurse Andrea Sanchez
2. DPH Nurse Casey Conklin
3. DPH Nurse Ali
4. DPH Nurse Assistant Tanya Peace. Ms. Peace no longer works at the Sobering Center. She informed me that officials are authorized to contact her at 510-395-5386 so that she can make her own statement.
5. UCSF Jeremy Lane engaged in the activity for only +/- 20min in the office, before leaving work for the day.

E. This is what we discussed in our protected and concerted activity as union members who had experiences with our clients and management around discrimination, workplace safety issues and hostility:

1. We engaged in discussing discrimination, racism, black and white power dynamics speech that was harming our clients and making our workplace hostile:

"As Blacks/Browns who are not represented in the power structure, we have to address these discrimination issues with white males/females in the power structure.

Nurse Sanchez asked me did I feel that they were like that at my job? I answered "Yes." She was like why? I said: "Ugly ass nigger and faggot (referencing my protected reports on 8-17-18 & 9-6-18). Come on now, at our work-site that type of discrimination is occurring and management is not taking corrective actions, it's the straight, white, female power structure...Eagen & Moughamian..."

2. We engaged in political speech based on race.

I noted to Sanchez that all of this kind of discrimination was happening in:

"Democratic, Liberal, Progressive, San Francisco."

3. **We engaged in Veteran/Military Speech:**

"I can tell you as an Army Man, a Veteran, that I'm concerned for your safety. Having men...alcoholic addict men...calling you bitch, slut, whore, cunt, lazy, etc. with no security on-site is not safe."

As a military man I can tell you that is not ok, to have women being talked to and treated like that, it's not right...ask Nurse Casey he was in the military, a Veteran too...Nurse Conklin can men talk/treat women that way in the Army?"

Nurse Conklin, a veteran as well, then explained that:

"No, men cannot do that in the military. You are not allowed to talk to and treat women like that in the military."

I remember even being so bothered by the adjectives, that I apologized to Nurse Sanchez and Nurse Assistant Tonya, and told them:

"No one should have to hear that kind of language at work."

4. We engaged in race/color/heritage/sexual orientation/gender speech:

"Your leadership is all female. You don't have males in leadership here...I am concerned that you just hired a man of color and a gay nurse and that he will be confronted with discrimination, are you all telling your nurses that before you hire them and that they should expect to take it & put up with that?"

I asked;

"Nurse Ali, would you like to share your heritage?"

He spoke openly and eloquently about the discrimination he faced as a Muslim man including during his medical training with UCSF/VA and his parents being from Iran and Afghanistan.

F. Accordingly:

1. Our actions constituted a protected activity under: "HEERA and the MMBA both give employees "the right to...participate in the activities of employee organizations..."
2. Our actions constituted a protected activity under Title VII of the Civil Rights Act.
3. Our actions constituted a protected activity under CA FEHA/UNRUH Civil Rights Laws.
4. In fact, the CA Supreme Court has rendered an affirmative decision on employees objecting to a hostile work environment and discrimination:
See Yanowitz v. L'Oreal USA, Inc. (2005) 36 Cal. 4th 1028: *"Complaining about/objecting to discrimination is protected."*
5. It was our legal right to engage as coworkers in a conversation of concerted activity where we discussed work issues concerning us and our clients/patients of discrimination and a hostile work environment.

G. The Violation of Malloy's legal right under HERRA & MMBA to engage in that concerted activity of 9-27-18 was stripped from me in an illegal act of reprisal by City and State Officials.

H. Again, "Both statutes protect...by making it unlawful for employers to "[i]mpose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the statutes." (Gov. Code 3506.5, subd. (a) & 3571, subd. (a).)"

I. Accordingly:

1. I am providing you the City of San Francisco Sunshine Ordinance Request with its 9 Email threads, documenting with a preponderance of evidence from 9-28-18 to 11-2-18, how 13 City & State Officials as my direct chain of command willfully engaged in **secret** to order, plan and execute my fraudulent termination with a series of **illegal interrogations, threats, punishment and surveillance**.
2. I charge that starting the evening of 9-27-18, after I left work at the end of my concerted activity on or about 9:30pm, my coworker DPH Nurse Andrea Sanchez called my DPH Supervisor Charge Nurse Megan Kennel who was not part of our concerted activity and complained about me.
3. Charge Nurse Kennel in turn complained to my DPH Manager Dir. Alice Moughamian, who then activated 13 City and State Officials with her secret 9-28-18 Email to them. Those officials then all stripped me of my rights under HERRA & MMBA – in secret – and retaliated against me.

4. It was my employee right, it was all of our employee rights under HERRA & MMBA to have free association and discussion pertaining to our worker's rights, employer discrimination, unsafe practices and hostile work environment on 9-27-18 from 7:30pm to 9:30pm at the Sobering Center.
5. I should not have been targeted in secret for my protected activity and singled out for suspension, interrogation, surveillance and punishment resulting in my termination by participating in my rightful activity that is protected under PERB with HERRA & MMBA Statutes.
6. The City and State illegally retaliated against me, when they singled only me out for reprisal, from the 9-27-18 7:30pm to 9:30pm protected concerted activity as the 9-28-18 to 11-2-18 Sunshine Ordinance 9 Email threads conclusively demonstrate. This is indisputable proof and a clear preponderance of evidence showing the violation of my rights under HERRA & MMBA to not be retaliated against for the exercise of concerted activity.
7. The Sunshine Ordinance Emails (SOE) demonstrate an exact evidence timeline from 9-28-18 to 11-2-18, where 13 City and State Officials illegally retaliated and discriminated against me under HERRA/MMBA as their employee:
 - a. They targeted, only me of the 6 employees, to receive illegal and negative treatment because of my decision to exercise my rights in the 9-27-18 concerted union activity. Also, they retaliated from the protected disclosures and protected activity I had provided City and State Management on 8-17-18 and 9-6-18 to report discrimination and hostile work environment to my employers, that was ignored in violation of my rights.
 - b. I was free to engage in concerted activity on 9-27-18 with my fellow union coworkers to protect both patients and workers from discrimination and abuse that management would not stop.
 - c. Those are rights guaranteed to me under PERB, California Labor Code, State and Federal laws.
 - d. The consequence of me exercising my rights on 9-27-18 was an illegal reprisal by management targeting, only me of the 6 employees who also participated in the concerted activity, for termination.

8. HERRA/MMBA and the California Labor Code Section 98.6 prohibited my employers (Dept. of Public Health, City of San Francisco & the State Univ. of CA at UCSF) from retaliating, taking adverse action and discriminating against me because I had repeatedly issued multiple protected disclosures and reports to management. However, they willfully disregarded HERRA/MMBA law and attacked and retaliated against only me of the 6 employees who participated in the lawful concerted activity on 9-27-18:
 - a. Only I was singled out and retaliated/terminated against for my union activity, which is illegal under HERRA/MMBA.
 - b. As an employee my rights under HERRA/MMBA guarantee that I should not have been retaliated against and terminated for having filed my 8-17-18 & 9-6-18 protected disclosures, reports and complaints to my employers.
 - c. Participating in a workplace discussion on discrimination, safety and workplace hostility and violence towards patients and staff, as I did on 9-27-18 is my union right and under HERRA/MMBA. I cannot be targeted as the only employee of the 6 who participated, and then retaliated against for my free expression and concerted activity on 9-27-18 at the DPH Sobering Center from 7:30pm to 9:30pm.
 - d. And, then attacked and retaliated against the next morning of 9-28-18 – in secret – so that my City & State employers could steal my job, benefits, good works and name, as well as medically damage me with their series of illegal threats, interrogations, surveillance and punishment resulting in my fraudulent “probationary release.”
9. All now have the 9 below SOE 9-28-18 to 11-2-18 documents, proving the illegal retaliation by the 13 City Officials. Also, UCSF Senior Campus Kate Mente confirmed the illegal reprisal by my City & State Employers on 12-13-18 for my concerted activity with the below Email:

Mente, Kate Thu, Dec 13, 8:43 AM (3 days ago)
to me

Mr. Malloy:

I am forwarding your request from this morning for University records to the UCSF Communication Coordinator who will log and process your request.

As to your prior request, please see responses here in green:

> Also, may I receive documentation as to:

> A. The causes of my probationary release?

→ The basis for your probationary release was due to verbal complaints/reports and verbal responses from you to UCSF supervisory employees regarding those complaints/reports. Accordingly, there are no documents outside of your notice of probationary release, which has already been provided to you.

> B. Was any information from UCSF sent to DPH Personnel?

→

No.

> C. Is there any redacted/privileged information being held by UCSF concerning my personnel file?

→

No.

> If so, in the case of A, B & C, please provide me a copy of all too? Not applicable.

Please let me know if any further inquiries. Best, Kate

Kathryn (Kate) M. Mente, Senior Campus Counsel

University of California, San Francisco

Office of Legal Affairs

Faculty Alumni House

745 Parnassus Avenue, Suite 201

San Francisco, CA 94143

Email: kate.mente@ucsf.edu

Phone: 415.476.5005

For urgent matters and/or scheduling, please contact Susan Smith at 415.476.2815 or at susan.smith@ucsf.edu

- a. You have the protected disclosure details in my earlier casework concerning my protected activity on 8-17-18 & 9-6-18 of sex, race and physical threat/discrimination reports, to my City and State Employers.

10. In a clear act of reprisal and discrimination, the SOE demonstrates that from 9-28-18 to 11-2-18 that all 13 City & State Officials targeted only me for reprisal. I was the only 1 of the 6 employees in the concerted activity who was illegally retaliated against: Threatened, Interrogated Multiple Times, Punished (Suspended & Terminated), Surveilled and Spied On in violation of my HERRA/MMBA Rights.

11. The Sunshine Ordinance 9 Email thread timeline below provides temporal, culpatory and a preponderance of evidence that the following happened in this sequence:

- a. On 9-28-18, I was suspended in secret and all 13 Officials illegally kept this secret.
- b. On 9-28-18, I was put under investigation in secret and all 13 Officials illegally kept this secret.
- c. On 10-1-18, As I was under surveillance and being spied on in secret, when I came into work my Coworker Jeremy Lane kept the secret.
 - Lane immediately without my knowledge spied on me and informed DPH Operations Manager Darryl Gault that I was in the office.
 - Gault then was dispatched to humiliate and endanger me by kicking me out of the building, with no explanation, as it was still kept a secret from me.
- d. On 10-2-18 My State Protections under PPSM-22 were also violated in secret by the 13 Officials.
- e. They illegally stripped me of the required State Policy, 7 day notice prior to my 10-2-18 effective date.
- f. They illegally stripped me of the specific "reason for" I was to be provided 7 days prior to my 10-2-18 effective date under State Policy.
- g. They illegally interrogated me and still kept secret from me: the who, what and why of my investigation.
- h. They did this to deny me my Skelly Rights by fraudulently extending my probation.
 - That retaliatory adverse personnel action denied me knowledge, of the secret investigation, from 9-28-18 to 10-2-18.
- i. Therefore, it had the planned and punitive effect:
 - Denied my permanent job with UCSF on my effective award date of 10-2-18
 - Allowed the State to release me under probation, which denied my Skelly Rights to protect my permanent job and inform senior management of the misconduct
 - Allowed the State to illegally use the City as "Cover" with a false government EEO Charge which was illegal and breached my contract with City & State as their Independent Contractor

J. The below 9 SOE documents, show 13 City & State Officials violated HERRA & MMBA by retaliating against me - in secret - because of my comments and participation in the 9-27-18 concerted activity.

From 9-28-18 to 11-1-18 these Officials violated my right under the SEIU 1021 CBA and in turn HERRA & MMBA, as well as my Teamster, City Independent Contractor and State Univ. of CA Employee Rights to participate with my fellow union coworkers in concerted activity and protect ourselves from discrimination and a hostile work environment.

I therefore call for my Charge against the City of San Francisco and the State Univ. of CA/UCSF to go forward under PERB jurisdiction and proceedings.

9 EMAIL THREAD SUNSHINE ORDINANCE CONFIRMING ILLEGAL RETALIATION AGAINST MALLOY FOR HIS PROTECTED/CONCERTED 9-27-18 ACTIVITY SEE BELOW...

**1. 10-4-18 Confirmation of Illegal 10-3-18 Interrogation of Malloy,
Coerced & Threatened to Sign the City EEO Policy**

Albert, Hallie (DPH)

From: Revore, Constance <Constance.Revore@ucsf.edu>

Sent: Thursday, October 04, 2018 1:35 PM

To: Moughamian, Alice (DPH); Albert, Hallie (DPH); Gruber, Valerie (UCSF)

Cc: Roller, Aviva N; Mitsubishi, Fumi (UCSF)

Subject: EEOC Policy

Attachments: Malloy, S Acknowledge of Receipt of EEO Policy.pdf

Follow Up Flag: Follow up

Flag Status: Flagged

Hello all –

Attached is a copy of the EEOC policy signed by Stephen Malloy yesterday.

Thank you,

Connie

Constance Revore, MSSW, MBA

Division Administrator

Division of Citywide Case Management Programs

UCSF/SFGH Department of Psychiatry

982 Mission Street, 2nd Floor

San Francisco, CA 94103

415.597.8047 Office

415.948.7384 Cell

constance.revore@ucsf.edu

**2. 10-1-18 Confirmation of 10-1-18 Spying & Surveillance of Malloy
where DPH Ops. MGR Darryl Gault Kept my Illegal Investigation
Secret & Expelled me from my Worksite without a "Reason For."**

Albert, Hallie (DPH)

From: Castellon, Roxana (DPH)

Sent: Monday, October 01, 2018 4:33 PM

To: Mitsubishi, Fumi (UCSF); Moughamian, Alice (DPH); Gruber, Valerie (UCSF)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly (UCSF); Revore, Constance (UCSF); Albert, Hallie (DPH); Simmons, Rhonda (DPH)

Subject: Re: Secure: ePHI JR

Hi everyone!

I just received a call from Daryl Gault who informed me that the employee reported to work (though not scheduled to work) at the sobering center a few minutes ago.

Apparently, this is another ongoing issue.

Daryl is comfortable advising him that he is not scheduled to work today and refer him back to Valerie. I will update everyone should we need further assistance.

Thank you,

Roxana Castellón

Director of Operations, Primary Care

Executive Sponsor: TWUH/TWUC/MRSC/CCC/CSC

Pronoun: she/her/hers

roxana.castellon@sfdph.org

O: 415-581-2414

C: 510-974-4004 (Preferred Contact Number)

30 Van Ness, Suite 2300, San Francisco, CA 94102

3. 10-1-18 Confirmation of Plan to Illegally Interrogate & Retaliate Against Malloy. Fraudulently Deny My "7 Day Prior" to my Effective Date of 10-2-18 Warning of an Investigation and "Reason For" the Investigation Per State PPSM-22 Policy.

Retaliation to Deny My Permanent Job Award and Terminate Me for the exercise of my HERRA/MMBA Right to Concerted Activity. None of the 6 Other Employees Are Targeted.

From: Mitsuishi, Fumi <Fumi.Mitsuishi@ucsf.edu>

Sent: Monday, October 1, 2018 12:58 PM

To: Moughamian, Alice (DPH); Gruber, Valerie (UCSF); Castellon, Roxana (DPH)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly (UCSF);

Revore, Constance (UCSF)

Subject: Re: Secure: ePHI JR

Hi all (Alice, Valerie, Roxana, Connie, and Hallie), Alice and I just talked on the phone (thank you, Alice, for your message below).

Here's the plan for the next few days:

Tuesday, 10/2, 9am: Stephen will meet with Valerie Gruber and Connie Revore (Citywide Division Administrator) at 982 Mission to go over the concerns delineated by Alice below.

We will let Stephen know re: meeting with Alice and Hallie the next day.

To clarify, Stephen will not go to the Sobering Center for work after this meeting Wednesday, 10/3, 11am:

Stephen will meet with Hallie Albert, Alice Moughamian, and Valerie Gruber at Sobering Center to go over the concerns below.

We will keep each other updated on the next steps following these meetings.

Thank you all for your help with this matter.

best, fumi

Fumi Mitsuishi, MD, MS

Division Director, UCSF/SFGH Division of Citywide Case Management

Associate Clinical Professor, UCSF/Department of Psychiatry

fumi.mitsuishi@ucsf.edu

(Citywide ph) 415-597-8084

(Citywide fax) 415-597-8004

4. 10-1-18 Confirmation of Reprisal for 9-27-18 Concerted Activity against Malloy. Illegal Cover of False DPH City EEO Charge. City Per my State Contract Cannot Administer in my Personnel Affairs.

No delegation of Duty is to occur. In Reprisal my Contract is Breached. I am Illegally Interrogated and Threatened for the 2nd Day in a Row by both my City & State Employers.

From: Moughamian, Alice (DPH) <alice.moughamian@sfdph.org>
Sent: Monday, October 1, 2018 11:48 AM
To: Gruber, Valerie; Castellon, Roxana (DPH); Mitsuishi, Fumi
Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly (DPH); Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly;
Revore, Constance
Subject: Re: Secure: ePHI JR

Hi Valerie and Fumi,

Hallie Albert, of DPH EEO, and I spoke this morning.

The DPH's responsibility in this is to review our EEO policy with Stephen and have him sign it.

Hallie and I will meet with him at 11am on Wednesday at the Sobering Center to do this. Please make sure he is available for that meeting.

We also encourage Valerie to attend that meeting as well.

Per Hallie, we cannot request that Stephen not return to work until these issues are resolved.

We do request that Valerie and Fumi outline a plan to address the behaviors below, including a meeting time when you plan to meet with him. The concerns are:

- 1) Inappropriate downloading and complaints to staff, making staff feel uncomfortable
- 2) Inappropriate mentions regarding female staff (a protected category)
- 3) Failure to follow protocol when denying a client service or discharging a client from services
- 4) Review the professional way to voice concerns to management
- 5) Professional boundaries (visiting and calling clients outside of working hours such as visits to Joe Healy on Sundays)
- 6) Review the expectations, and limitations and boundaries, of his role and of the Sobering Center.

I want to add that Jeremy Lane expressed discomfort to me on Friday with Stephen's stopping him to complain about many things on a daily basis.

Jeremy has stated that he now has to go work in a separate office so he can avoid Stephen to get his documentation done because he spends an upwards of 45 minutes-1 hour listening to Stephen and providing him support each day.

I would like to clarify whose role it is to help support Stephen if he feels he has 1 hour worth of complaints about the program each day, especially given I am not his direct supervisor. Per my notes from June 13, 2017 when we discussed the supervision structure, I should be providing clinical and site specific support but that Valerie remains the formal supervisor of our UCSF staff.

Thank you all for your work and quick response to this issue.
Let me know if you have any further questions.

Alice

Alice Moughamian, RN,CNS
Program Director/NurseManager
Medical Respite and Sobering Center
Direct Access to Housing
Tom Waddell Integrated Medical Services
San Francisco Department of Public Health
1171 Mission St.
San Francisco, CA 94103
(415) 734-4201 (office)
(415) 734-4218 (fax)

5. 10-1-18 Confirmation that My Employers Kept the Illegal Investigation Secret from Me.

Conspired illegally with Improper City & State Collusion In Breach of my Contract Protections and HERRA/MMBA to Punish me for my 9-27-18 Concerted Activity.

From: Gruber, Valerie <Valerie.Grubert@ucsf.edu>

Sent: Monday, October 1, 2018 10:03 AM

To: Castellon, Roxana (DPH); Mitsuishi, Fumi (UCSF); Moughamian, Alice (DPH)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly (UCSF);

Revore, Constance (UCSF)

Subject: Re: Secure: ePHI JR

Thank you. I am instructing him to return to Citywide at 982 Mission St. when he is scheduled to return to work at Tu 10/2/18 at 9 am.

Valerie A. Gruber, PhD, MPH, Clinical Professor, Dept. of Psychiatry, UCSF, ZuckerbergSanFranciscoGeneral.org
UCSF Box 0852, 1001 Potrero Avenue, Ward 93/95, San Francisco, CA 94110; 982 Mission Street, San Francisco, CA 94110
ph 415 206-3943, fax 415 206-6875, valerie.gruber@ucsf.edu , <http://profiles.ucsf.edu/valerie.gruber>
"Do all you can with what you have, in the time you have, in the place you are." Nkosi Johnson

6. 9-29-18 Illegal Secret, Conspired, Coordinated Reprisal to Deny my Rights under HERRA/MMBA and Target, Only Malloy and None of My 5 Coworkers for our Concerted Activity. Illegal, Targeted Reprisal to Terminate Me for Participating in my Union Right under HERRA/MMBA to engage in Protected and Concerted Activity.

From: Castellon, Roxana (DPH) <roxana.castellon@sfdph.org>

Sent: Saturday, September 29, 2018 3:42 PM

To: Mitsuishi, Fumi; Moughamian, Alice (DPH); Gruber, Valerie

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly (DPH); Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly;

Revore, Constance

Subject: Re: Secure: ePHI JR

Hi everyone!

Thanks so much for your collaboration and work on this matter.

Effective immediately and until all parties have concluded their investigations (including our EEO department) and come up with a concrete action plan/next steps the referenced employee should not report to the sobering center.

Thanks so much and feel free to contact me via email/cell should you have any questions or concerns.

Thank you,
Roxana Castellón
Director of Operations, Primary Care
Executive Sponsor: TWUH/TWUC/MRSC/CCC/CSC
Pronoun: she/her/hers
roxana.castellon@sfdph.org
O: 415-581-2414
C: 510-974-4004 (Preferred Contact Number)
30 Van Ness, Suite 2300, San Francisco, CA 94102

7. 9-28-18 Illegal, Secret, Planning of Threats, Interrogation, Punishment & Surveillance by my UCSF Boss and Medical Dir. Dr. Fumi Mitsuishi and the Head of State HR Administration Holly Wong against Malloy for my 9-27-18 Concerted Activity.

From: Mitsuishi, Fumi <Fumi.Mitsuishi@ucsf.edu>

Sent: Friday, September 28, 2018 5:10:51 PM

To: Moughamian, Alice (DPH); Gruber, Valerie (UCSF)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Castellon, Roxana (DPH); Gault, Daryl (DPH); Pace, Joseph

(DPH); Wong, Holly (UCSF); Revore, Constance (UCSF)

Subject: RE: Secure: ePHI JR

Dear Alice,

Thank you for letting us know about this very perturbing and concerning set of behaviors and about the steps you have taken so far. Valerie and I have gotten in touch with our Department's Director of Administration, Holly Wong, to figure out the best way to address this. Valerie or I will be sure to follow up with you on Monday.

Best,

Fumi

Fumi Mitsuishi, MD, MS

Medical Director, UCSF/ZSFG Division of Citywide Case Management

Assistant Clinical Professor, UCSF/Department of Psychiatry

fumi.mitsuishi@ucsf.edu

(ph) 415-597-8084

(fax) 415-597-8004

8. 9-28-18 All 13 City & State Officials are Assembled in Secret to Illegally Breach My Contract and Strip Malloy of his Rights Under HERRA/MMBA and State (DFEH) & Federal (Protected Veteran) Rights.

From: Moughamian, Alice (DPH) <alice.moughamian@sfdph.org>

Sent: Friday, September 28, 2018 3:42 PM

To: Gruber, Valerie <Valerie.Gruber@ucsf.edu>; Mitsuishi, Fumi <Fumi.Mitsuishi@ucsf.edu>

Cc: Hammer, Hali (DPH) <hali.hammer@sfdph.org>; Robert, Anna (DPH) <anna.robert@sfdph.org>;

Eagen, Kelly (DPH)

<kelly.eagen@sfdph.org>; Castellon, Roxana (DPH) <roxana.castellon@sfdph.org>; Gault, Daryl (DPH)

<daryl.gault@sfdph.org>; Pace, Joseph (DPH) <joseph.pace@sfdph.org>

Subject: Re: Secure: ePHI JR

Everyone,

I realized I forgot to add Joseph Pace, medical director of Tom Waddell, to this email.

Alice

Alice Moughamian, RN,CNS
Program Director/NurseManager
Medical Respite and Sobering Center
Direct Access to Housing
Tom Waddell Integrated Medical Services
San Francisco Department of Public Health
1171 Mission St.
San Francisco, CA 94103
(415) 734-4201 (office)
(415) 734-4218 (fax)

9. 9-28-19 Illegal Plans to Threaten, Interrogate, Punish & Spy on Malloy are put into place in Breach of My State Personnel Contract by the City to Retaliate Against Me in Secret, Afford me No Knowledge or Rights.

Illegally Plan to Terminate me by Fraudulently Manipulating my Permanent State Probation Date of 10-2-18 by Retaliating & Discriminating against Only Me out of us 6 Employees who participated in our lawful 9-27-18 Protected & Concerted Activity in Violation of HERRA/MMBA.

From: Moughamian, Alice (DPH)

Sent: Friday, September 28, 2018 3:32 PM

To: Gruber, Valerie (UCSF); Mitsuishi, Fumi (UCSF)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Castellon, Roxana (DPH); Gault, Daryl (DPH)

Subject: Fw: Secure: ePHI JR

Valerie and Fumi,

I want to bring your attention to some serious concerns I have about the patient navigator at the Sobering Center, Stephen Malloy. Overall he has been a great addition to our team, and I want to highlight the amazing work he has done. However, we have noticed a change in him in the last month, culminating in the emails he sent below earlier this week and an interaction he had with DPH staff yesterday.

The emails below are concerning to me for a number of reasons.

- 1) They are unprofessional in tone.
- 2) He threatened a client.
- 3) He did not follow proper protocol for discharging a client from services. He made the decision on his own.

In addition to this email, he spoke inappropriately to 2 DPH staff members yesterday afternoon. My staff report that for half an hour he spoke forcefully and unprofessionally spoke to them, not letting them get a word in and interrupting them frequently. It started when he asked a nurse to "proof read an email" which was in response to Valerie expressing concern about his burnout. The nurse states she read the email and asked him "is this supposed to be a job at management?" and he said, "Exactly."

This led to him speaking to DPH staff in a manner that made them feel uncomfortable. He expressed frustration over management regarding safety issues and how harm reduction is implemented in the Sobering Center. Per the employees' report he stated "its all women here, there is no man in Sobering management. Its all women nurses and its not safe here because of

how sensitive you are to the clients' needs and there are no men on staff." They reported he named myself and Kelly Eagen as white women in management who "dont do their jobs" and again highlighted that there are no men on the management team. For Fumi, who may not know our management structure, we do have Daryl Gault as our Operations Manager, who is on our leadership team, and has engaged with Stephen a lot over safety issues in our safety committee.

Valerie, I know we spoke about this yesterday, but I had not had the opportunity at that time to speak with my own staff. After speaking with them, and as a result of his statements about our female staff, I have to reach out to our EEO office for an investigation as gender is a protected category. I want to add that my staff that I have spoken with about these incidents have reported feeling uncomfortable with his presence and feel that the way he is expressing his frustration lately is impacting their work environments and that they do not wish to be his target for frustration and want him to follow the proper chain of command.

I look forward to working with you all to find a way we can resolve this issue and help everyone - DPH, Citywide, and especially Stephen - feel supported and safe at work.

Thank you,
Alice

Alice Moughamian, RN,CNS
Program Director/NurseManager
Medical Respite and Sobering Center
Direct Access to Housing
Tom Waddell Integrated Medical Services
San Francisco Department of Public Health
1171 Mission St.
San Francisco, CA 94103
(415) 734-4201 (office)
(415) 734-4218 (fax)

CASE ANALYSIS

1. The SOE shows the 9 Emails from 9-28-18 to 11-2-18 that document the illegal and adverse personnel actions against Malloy actions by the following 13 City & State Officials:

City

- a. Megan Kennel, Charge Nurse, DPH Sobering Center
- b. Attorney Hallie Albert, City EEO Manager
- c. Dr. Kavos Bassiri, DPH Dir. Mental Health & UCSF Faculty
- d. Roxana Costello, Dir. of Operations City of SF
- e. Dr. Kelly Eagen, DPH Sobering Center Medical Dir. & UCSF Faculty
- f. Dr. Hali Hammer, DPH Medical Dir.
- g. Anna Robert, RN, Deputy Primary Care Dir.
- h. Alice Moughamian, DPH Sobering Center Dir.
- i. Maggie Rykowski, DPH Chief of Integrity
- j. Rhonda Simmons, DPH Diversity Dir.
- k. Ron Weigelt, DPH HR Dir.
- l. Darryl Gault, DPH Operations Manager, Sobering Center

State

- a. Dr. Valerie Gruber, UCSF Citywide & Faculty
- b. Dr. Fumi Mitsuishi, Medical Dir. UCSF Citywide & Faculty
- c. Constance Revore, HR Administrator Citywide
- d. Jeremy Lane, UCSF Caseworker

2. The SOE Emails are exact, temporal, culpatory and establish a preponderance of undeniable evidence.

- a. See below 9 Thread SOE Attachment.
- b. All Officials Conspired – Threatened – Interrogated – Retaliated – In Secret.
- c. That was illegal.
- d. *Of note, Moughamian states only 1 key fact versus all of the inadmissible hearsay and slander she utilized in her report to target me for termination on 9-28-18.
- e. It was: "...I want to highlight the amazing work he has done. However, we have noticed a change in him the last month..."
- f. That "change" Investigative Teams was the multiple occasions:

- I reported to my DPH & UCSF Officials that clients were frequently engaging in verbal abuse, as well as racial, sexual orientation, and gender discrimination, directed at myself and my colleagues.
- g. Specifically, on 8-17-18, 9-6-18, 9-11-18 & 9-12-18, I informed UCSF and DPH Officials of the discrimination and abuse via email and in person.
 - I was ignored and dismissed.
- h. It was an illegal and false EEO Charge by the City, in breach of my contract and a willful failure of fiduciary duty on City and State's part to retaliate against me in secret and establish a "cover" to fraudulently terminate me under.
- i. All Officials organized two illegal interrogations...

3. The 10-2-18, 9am-10am, UCSF Citywide Interrogation was illegal.

- Direct violation of my State Personnel (PPSM-22) rights.
 - a. See below PPSM-22 Provision.
 - b. <https://www.ucop.edu/local-human-resources/files/policies/ppsm/ppsm22.pdf>
 - c. *"VII. EXTENDING THE PROBATIONARY PERIOD*
An extension of the probationary period for no more than three (3) months may be granted...In addition, a department may choose to extend an employee's probationary period end date due to performance-based issues...

The probationary employee shall be informed in writing by his or her immediate supervisor the reason for, and the period of, any extension of probationary status at least seven (7) calendar days prior to the extension of the original effective date."
 - d. The officials did not give me the required reason for.
 - e. They did not give me the required 7 day notice prior to my effective date of 10-2-18.
 - f. The officials unethically and illegally conspired and colluded in secret for 5 days from 9/27/18 to 10/2/18 to deny me knowledge of their improper government activity.
 - g. The officials illegally waited to my permanent job award date on the exact and last day of my 6 month probation, to extend me.
 - h. Thereby illegally manipulating my probation date, to deny me my permanent job and Skelly Rights, which would have kicked in to protect me as a new permanent State employee.

- i. They then illegally interrogated me on my original effective date of 10/2/18, as I was not a City Employee.
- j. As an independent contractor with the State the City is Prohibited from administering in my personnel affairs, as you see in the SOE Emails even the Head DPH HR Dir. Ron Weigelt understands this, but does not halt the illegal retaliation by his City EEO Manager Hallie Albert, Esq.
- k. During the interrogation the officials never told me the reason for my investigation and even dangerously kicked me out of the building on Monday Oct. 1, 2018.
- l. My witness Darryl Gault, DPH Ops. Mgr., who has also **never** been interviewed was forced to expel me from property and Gault stated: "Management told him, he could not tell me any specifics."
- m. This was an illegal, nefarious, termination by design. The City EEO Charge was illegal. It served as the "cover" to engage in disparate treatment against me as a Black, Gay, Protected Veteran who had exposed the systemic discrimination at DPH Sobering Center and in turn UCSF Citywide.
- n. It was under the direction of City and State Officials, as noted in the SOE Emails and conducted against me by:

UCSF Officials

- ✓ Dr. Mitsuishi
- ✓ Dr. Valerie Gruber
- ✓ HR Connie Revore
- ✓ HR Holly Wang

- 4. **I was targeted, discriminated and retaliated against for my protected activity and disclosures.**
- 5. **The 10-3-18, 9am-10am, DPH Sobering Center Interrogation was illegal.**
 - a. Per my employment contract, the City cannot administer in my personnel affairs or my work decisions as they fall solely under State HERRA/MMBA Jurisdiction & Federal Jurisdiction as a Protected Veteran.
 - b. In reprisal only my employment contract was breached of the 6 employees who lawfully participated in the 9-27-18 concerted activity.

- c. Only I was targeted for a false EEO Charge by the City for my participation in the concerted activity in violation of HERRA/MMBA.
- d. It was under the direction of City & State Officials, as noted in the SOE Emails, and conducted against me by:

City Officials

- EEO Manager, Hallie B. Albert, Esq.
- DPH Dir. Alice Moughamian

UCSF Officials

- Dr. Valerie Gruber
- HR Connie Revore

Direct violation of my Independent Contractor rights under my Regents/DPH Employment Contract.

- a. The City is prohibited from administering in my personnel affairs, the City Officials breached my contract and their fiduciary duty. Fact.
- b. The State is prohibited, from allowing the City, to administer in my work or personnel affairs, all Officials breached my contract and their fiduciary duty. Fact.
- c. 7-1-18 Regents/DPH Contract Sections: 14, 24, 30, 54 Attachment.
- d. "14. Independent Contractor
Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs these services and work requested by City under this Agreement."
- e. "24. Proprietary or Confidential Information of The City
...the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public nonprofit educational institution, Contractor is subject to statutes requiring disclosure of information and records which a private corporation could keep confidential."

f. "30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement or obligations hereunder may be assigned or delegated by the Contractor, except as otherwise provided in Paragraph 29, above, unless first approved by City by written instrument executed and approved in the same manner as this Agreement."

g. "53. Compliance with Laws

The parties shall comply with all applicable laws in the performance of this Agreement.

- h. All cited City and State officials, willfully and maliciously authorized City EEO Manager Attorney Hallie B. Albert, to violate my contract and unlawfully delegated to her, the responsibility to administer in my State Personnel Affairs

• Direct violation of my rights under the Collective Bargaining Agreement or PERB and State Laws HERRA & MMBA.

- a. The threats made against me in my illegal 10-2-18 & 10-3-18 interrogations to charge me and bring me into City Court for Gender Discrimination and Harassment
- b. The secret planning and investigation
- c. The targeted and discriminate reprisal of only me of the 6 employees who engaged in our lawful concerted union activity
- d. The punishment only I faced with a secret expulsion from my worksite as I was provided no reason, then the suspension and fraudulent termination in violation of State PPSM-22 Policy, then the false government charge and threats to bring me up on City Criminal/Civil Court Charges
- e. The spying and surveillance my coworker Jeremy Lane conducted when he secretly informed DPH Ops. Mgr. Gault on 10-1-18, who then kicked me out of my worksite and told me, management told him he could not tell me why

This is not only illegal under HERRA/MMBA it is improper government activity. It was a violation of the Collective Bargaining Agreement of our State Employees Union, SEIU 1021, under these specific State Constitution Laws:

- Public Employment (PERB)
- Higher Education Act (HERRA)
- Myers-Milias Act (MMBA)

f. PERB

<https://www.perb.ca.gov/UPCByMail.aspx>

- "What is an Unfair Practice?"
- Following are examples of unlawful employer conduct:
- coercive questioning of employees regarding their union activity;
- threatening employees or discriminating against employees because they participated in union activities..."

g. HERRA

<https://www.perb.ca.gov/laws/statutes.aspx#ST3571>

- "3571. Unlawful employer practices

It shall be unlawful for the higher education employer to do any of the following:

- (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter."

h. MMBA

<https://www.perb.ca.gov/laws/statutes.aspx>

- "3502.1. Exercise of lawful action as elected, appointed or recognized representative of any employee bargaining unit

No public employee shall be subject to punitive action or denied promotion, or threatened with any such treatment, for the exercise of lawful action as an elected, appointed, or recognized representative of any employee bargaining unit."

i. "T.I.P.S:

<https://studylib.net/doc/8711316/unfair-labor-practice-charge--overview-and-tips>

- Do not taunt, make threats, and interfere with organizing, membership or bargaining activities of employees and their unions.
- Do not interrogate or make promises to potential hires or employees because of union organizing or membership.
- Avoid activities that result in punishment of an employee because of union or union-related sentiments or activities.
- Do not spy on or engage in surveillance or subversion of organizing, membership or bargaining activities of employees and their unions.

10-22-19

Attn: PERB Case, SF-CE-12221-H, Re: Stephen Malloy

Subject: Amended Charge with new evidence of 9 Sunshine Ordinance Emails (SOE) from 9-28-18 to 11-2-18 indicting 13 City and State Officials with illegally retaliating against Malloy in violation of HERRA/MMBA, for his protected and concerted union activity on 9-27-18, from 7:30pm to 9:30pm at Dept. of Public Health, Sobering Center.

The SOE provides a preponderance of irrefutable evidence that indicts and documents how from 9-28-18 to 11-2-18 Malloy's City and State Employers illegally retaliated and discriminated against him. They illegally targeted only Malloy, of the 6 union employees who engaged in the protected & concerted activity on 9-27-18, for his participation in it. They willfully breached and violated Malloy's equal rights to be free from retaliation and discrimination under his protections guaranteed to him by HERRA/MMBA and his City & State Employment Contracts. The 9 SOE show a clear trail of evidence with an exact timeline demonstrating that his City & State Employers in violation of HERRA/MMBA specifically met and conspired in secret to plan a series of:

- Threats
- Interrogations
- Punishment
- Spying and Surveillance

Against Malloy. They coordinated and targeted this reprisal for Malloy's lawful exercise of his right under HERRA/MMBA to engage in union protected and concerted activity with his 5 coworkers.

My rights under HERRA and MMBA were stripped from me and I was subjected to direct retaliation because of my lawful union protected & concerted activity on 9-27-18 from 7:30pm to 9:30pm, with 5 of my coworkers at my workplace the Dept. of Public Health (DPH) Sobering Center.

This resulted in a retaliation that was conducted in secret to ensure I was wrongfully terminated from 9-28-18 to 11-2-18, as the 9 below Sunshine Ordinance Emails exhibit.

As the case letter, page 2, first paragraph states, HEERA and the MMBA both give employees:

*"The right to form, join, and **participate in the activities of employee organizations** of their own choosing for the purpose of representation on **all matters** of employer-employee relations...(Gov. Code, 3502 & 3565.)*

*Both statutes protect these by making it unlawful for employers to "[i]mpose or threaten to impose **reprisals on employees**, to discriminate or threaten to discriminate against employees, or otherwise to **interfere** with, restrain, or coerce employees because of their exercise of rights guaranteed by the statutes. (Gov. Code 3506.5, subd. (a) & 3571, subd. (a).)"*

AMENDED CHARGE

A. 9-27-18 at my worksite, the Dept. of Public Health (DPH) Sobering Center, which is located at 1171 Mission St., SF, CA 94103, from 7:30pm to 9:30pm, I and 5 of my fellow employees engaged in lawful concerted activity.

1. However, I was immediately singled out and retaliated against with a wrongful termination for my participation in the union activity by the next morning of 9-28-18. This was illegal under HERRA/MMBA.

B. This was a legal right we possessed under the SEIU 1021 Collective Bargaining Agreement, that I and they fell under, with PERB.

C. Also, as City of San Francisco Employees or in my case as the City's Independent Contractor and fellow Teamster at the Sobering Center, who was also a Univ. of CA (UCSF) State Employee.

D. These are my fellow union employees that engaged in the 9-27-18, 7:30pm to 8:30pm protected and concerted activity:

1. DPH Nurse Andrea Sanchez
2. DPH Nurse Casey Conklin
3. DPH Nurse Ali
4. DPH Nurse Assistant Tanya Peace. Ms. Peace no longer works at the Sobering Center. She informed me that officials are authorized to contact her at 510-395-5386 so that she can make her own statement.
5. UCSF Jeremy Lane engaged in the activity for only +/- 20min in the office, before leaving work for the day.

E. This is what we discussed in our protected and concerted activity as union members who had experiences with our clients and management around discrimination, workplace safety issues and hostility:

1. We engaged in discussing discrimination, racism, black and white power dynamics speech that was harming our clients and making our workplace hostile:

"As Blacks/Browns who are not represented in the power structure, we have to address these discrimination issues with white males/females in the power structure.

Nurse Sanchez asked me did I feel that they were like that at my job? I answered "Yes." She was like why? I said: "Ugly ass nigger and faggot (referencing my protected reports on 8-17-18 & 9-6-18). Come on now, at our work-site that type of discrimination is occurring and management is not taking corrective actions, it's the straight, white, female power structure...Eagen & Moughamian..."

2. We engaged in political speech based on race.

I noted to Sanchez that all of this kind of discrimination was happening in:

"Democratic, Liberal, Progressive, San Francisco."

3. We engaged in Veteran/Military Speech:

"I can tell you as an Army Man, a Veteran, that I'm concerned for your safety. Having men...alcoholic addict men...calling you bitch, slut, whore, cunt, lazy, etc. with no security on-site is not safe."

As a military man I can tell you that is not ok, to have women being talked to and treated like that, it's not right...ask Nurse Casey he was in the military, a Veteran too...Nurse Conklin can men talk/treat women that way in the Army?"

Nurse Conklin, a veteran as well, then explained that:

"No, men cannot do that in the military. You are not allowed to talk to and treat women like that in the military."

I remember even being so bothered by the adjectives, that I apologized to Nurse Sanchez and Nurse Assistant Tonya, and told them:

"No one should have to hear that kind of language at work."

4. We engaged in race/color/heritage/sexual orientation/gender speech:

"Your leadership is all female. You don't have males in leadership here...I am concerned that you just hired a man of color and a gay nurse and that he will be confronted with discrimination, are you all telling your nurses that before you hire them and that they should expect to take it & put up with that?"

I asked:

"Nurse Ali, would you like to share your heritage?"

He spoke openly and eloquently about the discrimination he faced as a Muslim man including during his medical training with UCSF/VA and his parents being from Iran and Afghanistan.

F. Accordingly:

1. Our actions constituted a protected activity under: "HEERA and the MMBA both give employees "the right to...participate in the activities of employee organizations..."
2. Our actions constituted a protected activity under Title VII of the Civil Rights Act.
3. Our actions constituted a protected activity under CA FEHA/UNRUH Civil Rights Laws.
4. In fact, the CA Supreme Court has rendered an affirmative decision on employees objecting to a hostile work environment and discrimination:
See Yanowitz v. L'Oreal USA, Inc. (2005) 36 Cal. 4th 1028: *"Complaining about/objecting to discrimination is protected."*
5. It was our legal right to engage as coworkers in a conversation of concerted activity where we discussed work issues concerning us and our clients/patients of discrimination and a hostile work environment.

G. The Violation of Malloy's legal right under HERRA & MMBA to engage in that concerted activity of 9-27-18 was stripped from me in an illegal act of reprisal by City and State Officials.

H. Again, "Both statutes protect...by making it unlawful for employers to "[i]mpose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the statutes." (Gov. Code 3506.5, subd. (a) & 3571, subd. (a).)"

I. Accordingly:

1. I am providing you the City of San Francisco Sunshine Ordinance Request with its 9 Email threads, documenting with a preponderance of evidence from 9-28-18 to 11-2-18, how 13 City & State Officials as my direct chain of command willfully engaged in **secret** to order, plan and execute my fraudulent termination with a series of **illegal interrogations, threats, punishment and surveillance**.
2. I charge that starting the evening of 9-27-18, after I left work at the end of my concerted activity on or about 9:30pm, my coworker DPH Nurse Andrea Sanchez called my DPH Supervisor Charge Nurse Megan Kennel who was not part of our concerted activity and complained about me.
3. Charge Nurse Kennel in turn complained to my DPH Manager Dir. Alice Moughamian, who then activated 13 City and State Officials with her secret 9-28-18 Email to them. Those officials then all stripped me of my rights under HERRA & MMBA – in secret – and retaliated against me.

4. It was my employee right, it was all of our employee rights under HERRA & MMBA to have free association and discussion pertaining to our worker's rights, employer discrimination, unsafe practices and hostile work environment on 9-27-18 from 7:30pm to 9:30pm at the Sobering Center.
5. I should not have been targeted in secret for my protected activity and singled out for suspension, interrogation, surveillance and punishment resulting in my termination by participating in my rightful activity that is protected under PERB with HERRA & MMBA Statutes.
6. The City and State illegally retaliated against me, when they singled only me out for reprisal, from the 9-27-18 7:30pm to 9:30pm protected concerted activity as the 9-28-18 to 11-2-18 Sunshine Ordinance 9 Email threads conclusively demonstrate. This is indisputable proof and a clear preponderance of evidence showing the violation of my rights under HERRA & MMBA to not be retaliated against for the exercise of concerted activity.
7. The Sunshine Ordinance Emails (SOE) demonstrate an exact evidence timeline from 9-28-18 to 11-2-18, where 13 City and State Officials illegally retaliated and discriminated against me under HERRA/MMBA as their employee:
 - a. They targeted, only me of the 6 employees, to receive illegal and negative treatment because of my decision to exercise my rights in the 9-27-18 concerted union activity. Also, they retaliated from the protected disclosures and protected activity I had provided City and State Management on 8-17-18 and 9-6-18 to report discrimination and hostile work environment to my employers, that was ignored in violation of my rights.
 - b. I was free to engage in concerted activity on 9-27-18 with my fellow union coworkers to protect both patients and workers from discrimination and abuse that management would not stop.
 - c. Those are rights guaranteed to me under PERB, California Labor Code, State and Federal laws.
 - d. The consequence of me exercising my rights on 9-27-18 was an illegal reprisal by management targeting, only me of the 6 employees who also participated in the concerted activity, for termination.

8. HERRA/MMBA and the California Labor Code Section 98.6 prohibited my employers (Dept. of Public Health, City of San Francisco & the State Univ. of CA at UCSF) from retaliating, taking adverse action and discriminating against me because I had repeatedly issued multiple protected disclosures and reports to management. However, they willfully disregarded HERRA/MMBA law and attacked and retaliated against only me of the 6 employees who participated in the lawful concerted activity on 9-27-18:
 - a. Only I was singled out and retaliated/terminated against for my union activity, which is illegal under HERRA/MMBA.
 - b. As an employee my rights under HERRA/MMBA guarantee that I should not have been retaliated against and terminated for having filed my 8-17-18 & 9-6-18 protected disclosures, reports and complaints to my employers.
 - c. Participating in a workplace discussion on discrimination, safety and workplace hostility and violence towards patients and staff, as I did on 9-27-18 is my union right and under HERRA/MMBA. I cannot be targeted as the only employee of the 6 who participated, and then retaliated against for my free expression and concerted activity on 9-27-18 at the DPH Sobering Center from 7:30pm to 9:30pm.
 - d. And, then attacked and retaliated against the next morning of 9-28-18 – in secret – so that my City & State employers could steal my job, benefits, good works and name, as well as medically damage me with their series of illegal threats, interrogations, surveillance and punishment resulting in my fraudulent “probationary release.”
9. All now have the 9 below SOE 9-28-18 to 11-2-18 documents, proving the illegal retaliation by the 13 City Officials. Also, UCSF Senior Campus Kate Mente confirmed the illegal reprisal by my City & State Employers on 12-13-18 for my concerted activity with the below Email:

Mente, Kate Thu, Dec 13, 8:43 AM (3 days ago)

to me

Mr. Malloy:

I am forwarding your request from this morning for University records to the UCSF Communication Coordinator who will log and process your request.

As to your prior request, please see responses here in green:

> Also, may I receive documentation as to:

> A. The causes of my probationary release?

→ The basis for your probationary release was due to verbal complaints/reports and verbal responses from you to UCSF supervisory employees regarding those complaints/reports. Accordingly, there are no documents outside of your notice of probationary release, which has already been provided to you.

> B. Was any information from UCSF sent to DPH Personnel?

→ No.

> C. Is there any redacted/privileged information being held by UCSF concerning my personnel file?

→ No.

> If so, in the case of A, B & C, please provide me a copy of all too? Not applicable.

Please let me know if any further inquiries. Best, Kate
Kathryn (Kate) M. Mente, Senior Campus Counsel
University of California, San Francisco
Office of Legal Affairs
Faculty Alumni House

745 Parnassus Avenue, Suite 201

San Francisco, CA 94143

Email: kate.mente@ucsf.edu

Phone: 415.476.5005

For urgent matters and/or scheduling, please contact Susan Smith at 415.476.2815 or at susan.smith@ucsf.edu

- a. You have the protected disclosure details in my earlier casework concerning my protected activity on 8-17-18 & 9-6-18 of sex, race and physical threat/discrimination reports, to my City and State Employers.

10. In a clear act of reprisal and discrimination, the SOE demonstrates that from 9-28-18 to 11-2-18 that all 13 City & State Officials targeted only me for reprisal. I was the only 1 of the 6 employees in the concerted activity who was illegally retaliated against: Threatened, Interrogated Multiple Times, Punished (Suspended & Terminated), Surveilled and Spied On in violation of my HERRA/MMBA Rights.

11. The Sunshine Ordinance 9 Email thread timeline below provides temporal, culpatory and a preponderance of evidence that the following happened in this sequence:

- a. On 9-28-18, I was suspended in secret and all 13 Officials illegally kept this secret.
- b. On 9-28-18, I was put under investigation in secret and all 13 Officials illegally kept this secret.
- c. On 10-1-18, As I was under surveillance and being spied on in secret, when I came into work my Coworker Jeremy Lane kept the secret.
 - Lane immediately without my knowledge spied on me and informed DPH Operations Manager Darryl Gault that I was in the office.
 - Gault then was dispatched to humiliate and endanger me by kicking me out of the building, with no explanation, as it was still kept a secret from me.
- d. On 10-2-18 My State Protections under PPSM-22 were also violated in secret by the 13 Officials.
- e. They illegally stripped me of the required State Policy, 7 day notice prior to my 10-2-18 effective date.
- f. They illegally stripped me of the specific "reason for" I was to be provided 7 days prior to my 10-2-18 effective date under State Policy.
- g. They illegally interrogated me and still kept secret from me: the who, what and why of my investigation.
- h. They did this to deny me my Skelly Rights by fraudulently extending my probation.
 - That retaliatory adverse personnel action denied me knowledge, of the secret investigation, from 9-28-18 to 10-2-18.
- i. Therefore, it had the planned and punitive effect:
 - Denied my permanent job with UCSF on my effective award date of 10-2-18
 - Allowed the State to release me under probation, which denied my Skelly Rights to protect my permanent job and inform senior management of the misconduct
 - Allowed the State to illegally use the City as "Cover" with a false government EEO Charge which was illegal and breached my contract with City & State as their Independent Contractor

J. The below 9 SOE documents, show 13 City & State Officials violated HERRA & MMBA by retaliating against me - in secret - because of my comments and participation in the 9-27-18 concerted activity.

From 9-28-18 to 11-1-18 these Officials violated my right under the SEIU 1021 CBA and in turn HERRA & MMBA, as well as my Teamster, City Independent Contractor and State Univ. of CA Employee Rights to participate with my fellow union coworkers in concerted activity and protect ourselves from discrimination and a hostile work environment.

I therefore call for my Charge against the City of San Francisco and the State Univ. of CA/UCSF to go forward under PERB jurisdiction and proceedings.

9 EMAIL THREAD SUNSHINE ORDINANCE CONFIRMING ILLEGAL RETALIATION AGAINST MALLOY FOR HIS PROTECTED/CONCERTED 9-27-18 ACTIVITY SEE BELOW...

**1. 10-4-18 Confirmation of Illegal 10-3-18 Interrogation of Malloy,
Coerced & Threatened to Sign the City EEO Policy**

Albert, Hallie (DPH)

From: Revore, Constance <Constance.Revore@ucsf.edu>

Sent: Thursday, October 04, 2018 1:35 PM

To: Moughamian, Alice (DPH); Albert, Hallie (DPH); Gruber, Valerie (UCSF)

Cc: Roller, Aviva N; Mitsuishi, Fumi (UCSF)

Subject: EEOC Policy

Attachments: Malloy, S Acknowledge of Receipt of EEO Policy.pdf

Follow Up Flag: Follow up

Flag Status: Flagged

Hello all –

Attached is a copy of the EEOC policy signed by Stephen Malloy yesterday.

Thank you,

Connie

Constance Revore, MSSW, MBA

Division Administrator

Division of Citywide Case Management Programs

UCSF/SFGH Department of Psychiatry

982 Mission Street, 2nd Floor

San Francisco, CA 94103

415.597.8047 Office

415.948.7384 Cell

constance.revore@ucsf.edu

2. 10-1-18 Confirmation of 10-1-18 Spying & Surveillance of Malloy where DPH Ops. MGR Darryl Gault Kept my Illegal Investigation Secret & Expelled me from my Worksite without a "Reason For."

Albert, Hallie (DPH)

From: Castellon, Roxana (DPH)

Sent: Monday, October 01, 2018 4:33 PM

To: Mitsuishi, Fumi (UCSF); Moughamian, Alice (DPH); Gruber, Valerie (UCSF)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly (UCSF); Revore, Constance (UCSF); Albert, Hallie (DPH); Simmons, Rhonda (DPH)

Subject: Re: Secure: ePHI JR

Hi everyone!

I just received a call from Daryl Gault who informed me that the employee reported to work (though not scheduled to work) at the sobering center a few minutes ago.

Apparently, this is another ongoing issue.

Daryl is comfortable advising him that he is not scheduled to work today and refer him back to Valerie. I will update everyone should we need further assistance.

Thank you,

Roxana Castellón

Director of Operations, Primary Care

Executive Sponsor: TWUH/TWUC/MRSC/CCC/CSC

Pronoun: she/her/hers

roxana.castellon@sfdph.org

O: 415-581-2414

C: 510-974-4004 (Preferred Contact Number)

30 Van Ness, Suite 2300, San Francisco, CA 94102

3. 10-1-18 Confirmation of Plan to Illegally Interrogate & Retaliate Against Malloy. Fraudulently Deny My "7 Day Prior" to my Effective Date of 10-2-18 Warning of an Investigation and "Reason For" the Investigation Per State PPSM-22 Policy.

Retaliation to Deny My Permanent Job Award and Terminate Me for the exercise of my HERRA/MMBA Right to Concerted Activity. None of the 6 Other Employees Are Targeted.

From: Mitsuishi, Fumi <Fumi.Mitsuishi@ucsf.edu>

Sent: Monday, October 1, 2018 12:58 PM

To: Moughamian, Alice (DPH); Gruber, Valerie (UCSF); Castellon, Roxana (DPH)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly (UCSF);

Revore, Constance (UCSF)

Subject: Re: Secure: ePHI JR

Hi all (Alice, Valerie, Roxana, Connie, and Hallie), Alice and I just talked on the phone (thank you, Alice, for your message below).

Here's the plan for the next few days:

Tuesday, 10/2, 9am: Stephen will meet with Valerie Gruber and Connie Revore (Citywide Division Administrator) at 982 Mission to go over the concerns delineated by Alice below.

We will let Stephen know re: meeting with Alice and Hallie the next day.

To clarify, Stephen will not go to the Sobering Center for work after this meeting Wednesday, 10/3, 11am:

Stephen will meet with Hallie Albert, Alice Moughamian, and Valerie Gruber at Sobering Center to go over the concerns below.

We will keep each other updated on the next steps following these meetings.

Thank you all for your help with this matter.

best, fumi

Fumi Mitsuishi, MD, MS

Division Director, UCSF/SFGH Division of Citywide Case Management

Associate Clinical Professor, UCSF/Department of Psychiatry

fumi.mitsuishi@ucsf.edu

(Citywide ph) 415-597-8084

(Citywide fax) 415-597-8004

4. 10-1-18 Confirmation of Reprisal for 9-27-18 Concerted Activity against Malloy. Illegal Cover of False DPH City EEO Charge. City Per my State Contract Cannot Administer in my Personnel Affairs.

No delegation of Duty is to occur. In Reprisal my Contract is Breached. I am Illegally Interrogated and Threatened for the 2nd Day in a Row by both my City & State Employers.

From: Moughamian, Alice (DPH) <alice.moughamian@sfdph.org>
Sent: Monday, October 1, 2018 11:48 AM
To: Gruber, Valerie; Castellon, Roxana (DPH); Mitsuishi, Fumi
Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly (DPH); Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly;
Revore, Constance
Subject: Re: Secure: ePHI JR

Hi Valerie and Fumi,

Hallie Albert, of DPH EEO, and I spoke this morning.

The DPH's responsibility in this is to review our EEO policy with Stephen and have him sign it.

Hallie and I will meet with him at 11am on Wednesday at the Sobering Center to do this. Please make sure he is available for that meeting.

We also encourage Valerie to attend that meeting as well.

Per Hallie, we cannot request that Stephen not return to work until these issues are resolved.

We do request that Valerie and Fumi outline a plan to address the behaviors below, including a meeting time when you plan to meet with him. The concerns are:

- 1) Inappropriate downloading and complaints to staff, making staff feel uncomfortable
- 2) Inappropriate mentions regarding female staff (a protected category)
- 3) Failure to follow protocol when denying a client service or discharging a client from services
- 4) Review the professional way to voice concerns to management
- 5) Professional boundaries (visiting and calling clients outside of working hours such as visits to Joe Healy on Sundays)
- 6) Review the expectations, and limitations and boundaries, of his role and of the Sobering Center.

I want to add that Jeremy Lane expressed discomfort to me on Friday with Stephen's stopping him to complain about many things on a daily basis.

Jeremy has stated that he now has to go work in a separate office so he can avoid Stephen to get his documentation done because he spends an upwards of 45 minutes-1 hour listening to Stephen and providing him support each day.

I would like to clarify whose role it is to help support Stephen if he feels he has 1 hour worth of complaints about the program each day, especially given I am not his direct supervisor. Per my notes from June 13, 2017 when we discussed the supervision structure, I should be providing clinical and site specific support but that Valerie remains the formal supervisor of our UCSF staff.

Thank you all for your work and quick response to this issue.
Let me know if you have any further questions.

Alice

Alice Moughamian, RN,CNS
Program Director/NurseManager
Medical Respite and Sobering Center
Direct Access to Housing
Tom Waddell Integrated Medical Services
San Francisco Department of Public Health
1171 Mission St.
San Francisco, CA 94103
(415) 734-4201 (office)
(415) 734-4218 (fax)

5. 10-1-18 Confirmation that My Employers Kept the Illegal Investigation Secret from Me.

Conspired illegally with Improper City & State Collusion In Breach of my Contract Protections and HERRA/MMBA to Punish me for my 9-27-18 Concerted Activity.

From: Gruber, Valerie <Valerie.Gruber@ucsf.edu>

Sent: Monday, October 1, 2018 10:03 AM

To: Castellon, Roxana (DPH); Mitsuishi, Fumi (UCSF); Moughamian, Alice (DPH)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly (UCSF);

Revore, Constance (UCSF)

Subject: Re: Secure: ePHI JR

Thank you. I am instructing him to return to Citywide at 982 Mission St. when he is scheduled to return to work at Tu 10/2/18 at 9 am.

Valerie A. Gruber, PhD, MPH, Clinical Professor, Dept. of Psychiatry, UCSF, ZuckerbergSanFranciscoGeneral.org
UCSF Box 0852, 1001 Potrero Avenue, Ward 93/95, San Francisco, CA 94110; 982 Mission Street, San Francisco, CA 94110
ph 415 206-3943, fax 415 206-6875, valerie.gruber@ucsf.edu , <http://profiles.ucsf.edu/valerie.gruber>
"Do all you can with what you have, in the time you have, in the place you are." Nkosi Johnson

6. 9-29-18 Illegal Secret, Conspired, Coordinated Reprisal to Deny my Rights under HERRA/MMBA and Target, Only Malloy and None of My 5 Coworkers for our Concerted Activity. Illegal, Targeted Reprisal to Terminate Me for Participating in my Union Right under HERRA/MMBA to engage in Protected and Concerted Activity.

From: Castellon, Roxana (DPH) <roxana.castellon@sfdph.org>

Sent: Saturday, September 29, 2018 3:42 PM

To: Mitsubishi, Fumi; Moughamian, Alice (DPH); Gruber, Valerie

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly (DPH); Gault, Daryl (DPH); Pace, Joseph (DPH); Wong, Holly;

Revore, Constance

Subject: Re: Secure: ePHI JR

Hi everyone!

Thanks so much for your collaboration and work on this matter.

Effective immediately and until all parties have concluded their investigations (including our EEO department) and come up with a concrete action plan/next steps the referenced employee should not report to the sobering center.

Thanks so much and feel free to contact me via email/cell should you have any questions or concerns.

Thank you,

Roxana Castellón

Director of Operations, Primary Care

Executive Sponsor: TWUH/TWUC/MRSC/CCC/CSC

Pronoun: she/her/hers

roxana.castellon@sfdph.org

O: 415-581-2414

C: 510-974-4004 (Preferred Contact Number)

30 Van Ness, Suite 2300, San Francisco, CA 94102

**7. 9-28-18 Illegal, Secret, Planning of Threats, Interrogation,
Punishment & Surveillance by my UCSF Boss and Medical Dir. Dr.
Fumi Mitsuishi and the Head of State HR Administration Holly Wong
against Malloy for my 9-27-18 Concerted Activity.**

From: Mitsuishi, Fumi <Fumi.Mitsuishi@ucsf.edu>

Sent: Friday, September 28, 2018 5:10:51 PM

To: Moughamian, Alice (DPH); Gruber, Valerie (UCSF)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Castellon, Roxana (DPH); Gault, Daryl (DPH);
Pace, Joseph

(DPH); Wong, Holly (UCSF); Revore, Constance (UCSF)

Subject: RE: Secure: ePHI JR

Dear Alice,

Thank you for letting us know about this very perturbing and concerning set of behaviors and about the steps you have taken so far. Valerie and I have gotten in touch with our Department's Director of Administration, HollyWong, to figure out the best way to address this. Valerie or I will be sure to follow up with you on Monday.

Best,

Fumi

Fumi Mitsuishi, MD, MS

Medical Director, UCSF/ZSFG Division of Citywide Case Management

Assistant Clinical Professor, UCSF/Department of Psychiatry

fumi.mitsuishi@ucsf.edu

(ph) 415-597-8084

(fax) 415-597-8004

8. 9-28-18 All 13 City & State Officials are Assembled in Secret to Illegally Breach My Contract and Strip Malloy of his Rights Under HERRA/MMBA and State (DFEH) & Federal (Protected Veteran) Rights.

From: Moughamian, Alice (DPH) <alice.moughamian@sfdph.org>

Sent: Friday, September 28, 2018 3:42 PM

To: Gruber, Valerie <Valerie.Gruber@ucsf.edu>; Mitsuishi, Fumi <Fumi.Mitsuishi@ucsf.edu>

Cc: Hammer, Hali (DPH) <hali.hammer@sfdph.org>; Robert, Anna (DPH) <anna.robert@sfdph.org>; Eagen, Kelly (DPH)

<kelly.eagen@sfdph.org>; Castellon, Roxana (DPH) <roxana.castellon@sfdph.org>; Gault, Daryl (DPH) <daryl.gault@sfdph.org>; Pace, Joseph (DPH) <joseph.pace@sfdph.org>

Subject: Re: Secure: ePHI JR

Everyone,

I realized I forgot to add Joseph Pace, medical director of Tom Waddell, to this email.

Alice

Alice Moughamian, RN,CNS
Program Director/NurseManager
Medical Respite and Sobering Center
Direct Access to Housing
Tom Waddell Integrated Medical Services
San Francisco Department of Public Health
1171 Mission St.
San Francisco, CA 94103
(415) 734-4201 (office)
(415) 734-4218 (fax)

9. 9-28-19 Illegal Plans to Threaten, Interrogate, Punish & Spy on Malloy are put into place in Breach of My State Personnel Contract by the City to Retaliate Against Me in Secret, Afford me No Knowledge or Rights:

Illegally Plan to Terminate me by Fraudulently Manipulating my Permanent State Probation Date of 10-2-18 by Retaliating & Discriminating against Only Me out of us 6 Employees who participated in our lawful 9-27-18 Protected & Concerted Activity in Violation of HERRA/MMBA.

From: Moughamian, Alice (DPH)

Sent: Friday, September 28, 2018 3:32 PM

To: Gruber, Valerie (UCSF); Mitsuishi, Fumi (UCSF)

Cc: Hammer, Hali (DPH); Robert, Anna (DPH); Eagen, Kelly; Castellon, Roxana (DPH); Gault, Daryl (DPH)

Subject: Fw: Secure: ePHI JR

Valerie and Fumi,

I want to bring your attention to some serious concerns I have about the patient navigator at the Sobering Center, Stephen Malloy. Overall he has been a great addition to our team, and I want to highlight the amazing work he has done. However, we have noticed a change in him in the last month, culminating in the emails he sent below earlier this week and an interaction he had with DPH staff yesterday.

The emails below are concerning to me for a number of reasons.

- 1) They are unprofessional in tone.
- 2) He threatened a client.
- 3) He did not follow proper protocol for discharging a client from services. He made the decision on his own.

In addition to this email, he spoke inappropriately to 2 DPH staff members yesterday afternoon. My staff report that for half an hour he spoke forcefully and unprofessionally spoke to them, not letting them get a word in and interrupting them frequently. It started when he asked a nurse to "proof read an email" which was in response to Valerie expressing concern about his burnout. The nurse states she read the email and asked him "is this supposed to be a job at management?" and he said, "Exactly."

This led to him speaking to DPH staff in a manner that made them feel uncomfortable. He expressed frustration over management regarding safety issues and how harm reduction is implemented in the Sobering Center. Per the employees' report he stated "its all women here, there is no man in Sobering management. Its all women nurses and its not safe here because of

how sensitive you are to the clients' needs and there are no men on staff." They reported he named myself and Kelly Eagen as white women in management who "dont do their jobs" and again highlighted that there are no men on the management team. For Fumi, who may not know our management structure, we do have Daryl Gault as our Operations Manager, who is on our leadership team, and has engaged with Stephen a lot over safety issues in our safety committee.

Valerie, I know we spoke about this yesterday, but I had not had the opportunity at that time to speak with my own staff. After speaking with them, and as a result of his statements about our female staff, I have to reach out to our EEO office for an investigation as gender is a protected category. I want to add that my staff that I have spoken with about these incidents have reported feeling uncomfortable with his presence and feel that the way he is expressing his frustration lately is impacting their work environments and that they do not wish to be his target for frustration and want him to follow the proper chain of command.

I look forward to working with you all to find a way we can resolve this issue and help everyone - DPH, Citywide, and especially Stephen - feel supported and safe at work.

Thank you,
Alice

Alice Moughamian, RN,CNS
Program Director/NurseManager
Medical Respite and Sobering Center
Direct Access to Housing
Tom Waddell Integrated Medical Services
San Francisco Department of Public Health
1171 Mission St.
San Francisco, CA 94103
(415) 734-4201 (office)
(415) 734-4218 (fax)

CASE ANALYSIS

- 1. The SOE shows the 9 Emails from 9-28-18 to 11-2-18 that document the illegal and adverse personnel actions against Malloy actions by the following 13 City & State Officials:**

City

- a. Megan Kennel, Charge Nurse, DPH Sobering Center
- b. Attorney Hallie Albert, City EEO Manager
- c. Dr. Kavous Bassiri, DPH Dir. Mental Health & UCSF Faculty
- d. Roxana Costello, Dir. of Operations City of SF
- e. Dr. Kelly Eagen, DPH Sobering Center Medical Dir. & UCSF Faculty
- f. Dr. Hali Hammer, DPH Medical Dir.
- g. Anna Robert, RN, Deputy Primary Care Dir.
- h. Alice Moughamian, DPH Sobering Center Dir.
- i. Maggie Rykowski, DPH Chief of Integrity
- j. Rhonda Simmons, DPH Diversity Dir.
- k. Ron Weigelt, DPH HR Dir.
- l. Darryl Gault, DPH Operations Manager, Sobering Center

State

- a. Dr. Valerie Gruber, UCSF Citywide & Faculty
- b. Dr. Fumi Mitsuishi, Medical Dir. UCSF Citywide & Faculty
- c. Constance Revore, HR Administrator Citywide
- d. Jeremy Lane, UCSF Caseworker

- 2. The SOE Emails are exact, temporal, culpatory and establish a preponderance of undeniable evidence.**

- a. See below 9 Thread SOE Attachment.
- b. All Officials Conspired – Threatened – Interrogated – Retaliated – In Secret.
- c. That was illegal.
- d. *Of note, Moughamian states only 1 key fact versus all of the inadmissible hearsay and slander she utilized in her report to target me for termination on 9-28-18.
- e. It was: "...I want to highlight the amazing work he has done. However, we have noticed a change in him the last month..."
- f. That "change" Investigative Teams was the multiple occasions:

- I reported to my DPH & UCSF Officials that clients were frequently engaging in verbal abuse, as well as racial, sexual orientation, and gender discrimination, directed at myself and my colleagues.
- g. Specifically, on 8-17-18, 9-6-18, 9-11-18 & 9-12-18, I informed UCSF and DPH Officials of the discrimination and abuse via email and in person.
 - I was ignored and dismissed.
 - h. It was an illegal and false EEO Charge by the City, in breach of my contract and a willful failure of fiduciary duty on City and State's part to retaliate against me in secret and establish a "cover" to fraudulently terminate me under.
 - i. All Officials organized two illegal interrogations...
3. The 10-2-18, 9am-10am, UCSF Citywide Interrogation was illegal.
- Direct violation of my State Personnel (PPSM-22) rights.
 - a. See below PPSM-22 Provision.
 - b. <https://www.ucop.edu/local-human-resources/files/policies/ppsm/ppsm22.pdf>
 - c. *"VII. EXTENDING THE PROBATIONARY PERIOD*
An extension of the probationary period for no more than three (3) months may be granted...In addition, a department may choose to extend an employee's probationary period end date due to performance-based issues...

The probationary employee shall be informed in writing by his or her immediate supervisor the reason for, and the period of, any extension of probationary status at least seven (7) calendar days prior to the extension of the original effective date."
 - d. The officials did not give me the required reason for.
 - e. They did not give me the required 7 day notice prior to my effective date of 10-2-18.
 - f. The officials unethically and illegally conspired and colluded in secret for 5 days from 9/27/18 to 10/2/18 to deny me knowledge of their improper government activity.
 - g. The officials illegally waited to my permanent job award date on the exact and last day of my 6 month probation, to extend me.
 - h. Thereby illegally manipulating my probation date, to deny me my permanent job and Skelly Rights, which would have kicked in to protect me as a new permanent State employee.

- i. They then illegally interrogated me on my original effective date of 10/2/18, as I was not a City Employee.
- j. As an independent contractor with the State the City is Prohibited from administering in my personnel affairs, as you see in the SOE Emails even the Head DPH HR Dir. Ron Weigelt understands this, but does not halt the illegal retaliation by his City EEO Manager Hallie Albert, Esq.
- k. During the interrogation the officials never told me the reason for my investigation and even dangerously kicked me out of the building on Monday Oct. 1, 2018.
- l. My witness Darryl Gault, DPH Ops. Mgr., who has also **never** been interviewed was forced to expel me from property and Gault stated: "Management told him, he could not tell me any specifics."
- m. This was an illegal, nefarious, termination by design. The City EEO Charge was illegal. It served as the "cover" to engage in disparate treatment against me as a Black, Gay, Protected Veteran who had exposed the systemic discrimination at DPH Sobering Center and in turn UCSF Citywide.
- n. It was under the direction of City and State Officials, as noted in the SOE Emails and conducted against me by:

UCSF Officials

- ✓ Dr. Mitsuishi
- ✓ Dr. Valerie Gruber
- ✓ HR Connie Revore
- ✓ HR Holly Wang

- 4. **I was targeted, discriminated and retaliated against for my protected activity and disclosures.**
- 5. **The 10-3-18, 9am-10am, DPH Sobering Center Interrogation was illegal.**
 - a. Per my employment contract, the City cannot administer in my personnel affairs or my work decisions as they fall solely under State HERRA/MMBA Jurisdiction & Federal Jurisdiction as a Protected Veteran.
 - b. In reprisal only my employment contract was breached of the 6 employees who lawfully participated in the 9-27-18 concerted activity.

- c. Only I was targeted for a false EEO Charge by the City for my participation in the concerted activity in violation of HERRA/MMBA.
- d. It was under the direction of City & State Officials, as noted in the SOE Emails, and conducted against me by:

City Officials

- EEO Manager, Hallie B. Albert, Esq.
- DPH Dir. Alice Moughamian

UCSF Officials

- Dr. Valerie Gruber
- HR Connie Revore

Direct violation of my Independent Contractor rights under my Regents/DPH Employment Contract.

- a. The City is prohibited from administering in my personnel affairs, the City Officials breached my contract and their fiduciary duty. Fact.
- b. The State is prohibited, from allowing the City, to administer in my work or personnel affairs, all Officials breached my contract and their fiduciary duty. Fact.
- c. 7-1-18 Regents/DPH Contract Sections: 14, 24, 30, 54 Attachment.
- d. *"14. Independent Contractor
Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs these services and work requested by City under this Agreement."*
- e. *"24. Proprietary or Confidential Information of The City
...the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public nonprofit educational institution, Contractor is subject to statutes requiring disclosure of information and records which a private corporation could keep confidential."*

f. "30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement or obligations hereunder may be assigned or delegated by the Contractor, except as otherwise provided in Paragraph 29, above, unless first approved by City by written instrument executed and approved in the same manner as this Agreement."

g. "53. Compliance with Laws

The parties shall comply with all applicable laws in the performance of this Agreement.

- h. All cited City and State officials, willfully and maliciously authorized City EEO Manager Attorney Hallie B. Albert, to violate my contract and unlawfully delegated to her, the responsibility to administer in my State Personnel Affairs

• Direct violation of my rights under the Collective Bargaining Agreement or PERB and State Laws HERRA & MMBA.

- a. The threats made against me in my illegal 10-2-18 & 10-3-18 interrogations to charge me and bring me into City Court for Gender Discrimination and Harassment
- b. The secret planning and investigation
- c. The targeted and discriminate reprisal of only me of the 6 employees who engaged in our lawful concerted union activity
- d. The punishment only I faced with a secret expulsion from my worksite as I was provided no reason, then the suspension and fraudulent termination in violation of State PPSM-22 Policy, then the false government charge and threats to bring me up on City Criminal/Civil Court Charges
- e. The spying and surveillance my coworker Jeremy Lane conducted when he secretly informed DPH Ops. Mgr. Gault on 10-1-18, who then kicked me out of my worksite and told me, management told him he could not tell me why

This is not only illegal under HERRA/MMBA it is improper government activity. It was a violation of the Collective Bargaining Agreement of our State Employees Union, SEIU 1021, under these specific State Constitution Laws:

- Public Employment (PERB)
- Higher Education Act (HERRA)
- Myers-Milias Act (MMBA)

f. PERB

<https://www.perb.ca.gov/UPCByMail.aspx>

- "What is an Unfair Practice?"
- Following are examples of unlawful employer conduct:
- coercive questioning of employees regarding their union activity;
- threatening employees or discriminating against employees because they participated in union activities..."

g. HERRA

<https://www.perb.ca.gov/laws/statutes.aspx#ST3571>

- "3571. Unlawful employer practices

It shall be unlawful for the higher education employer to do any of the following:

- (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter."

h. MMBA

<https://www.perb.ca.gov/laws/statutes.aspx>

- "3502.1. Exercise of lawful action as elected, appointed or recognized representative of any employee bargaining unit

No public employee shall be subject to punitive action or denied promotion, or threatened with any such treatment, for the exercise of lawful action as an elected, appointed, or recognized representative of any employee bargaining unit."

i. "T.I.P.S:

<https://studylib.net/doc/8711316/unfair-labor-practice-charge--overview-and-tips>

- Do not taunt, make threats, and interfere with organizing, membership or bargaining activities of employees and their unions.
- Do not interrogate or make promises to potential hires or employees because of union organizing or membership.
- Avoid activities that result in punishment of an employee because of union or union-related sentiments or activities.
- Do not spy on or engage in surveillance or subversion of organizing, membership or bargaining activities of employees and their unions.

PUBLIC EMPLOYMENT RELATIONS BOARD



San Francisco Regional Office
1330 Broadway, Suite 1532
Oakland, CA, 94612
Telephone: (510) 622-1021
Fax: (510) 622-1027



January 9, 2020

Marcie Isom Fitzsimmons, Attorney
Gordon Rees Scully Mansukhani LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

Stephen Malloy,
2825 Van Ness Ave., #7
San Francisco, CA 94109

Re: *Stephen Malloy v. Regents of the University of California (San Francisco)*
Unfair Practice Charge No. SF-CE-1221-H
COMPLAINT

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an ANSWER within twenty (20) calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.¹ The required contents of the ANSWER are described in PERB Regulation 32644(b). If you have not filed a Notice of Appearance form, one should be completed and returned with your ANSWER.

An informal settlement conference will be scheduled shortly. Please direct all inquiries, filings and correspondence to the undersigned.

Sincerely,

Laura Davis
Supervising Regional Attorney

LZD

Enclosure

¹ PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at www.perb.ca.gov.

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD



STEPHEN MALLOY,

Charging Party,

v.

REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Respondent.

Case No. SF-CE-1221-H

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of Government Code section 3571, the General Counsel of the Public Employment Relations Board (PERB), pursuant to Government Code sections 3563(h) and 3563.2 and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is an employee within the meaning of Government Code section 3562(e).
2. Respondent is an employer within the meaning of Government Code section 3562(g).
3. On or about August 17, 2018, Charging Party exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by reporting the use of abusive and offensive language toward fellow staff of the Medical Respite Sobering Center.
4. On or about September 7, 2018, Charging Party exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by reporting the use of abusive and offensive language toward fellow staff of the Medical Respite Sobering Center.

5. On or about September 27, 2018, Charging Party exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by discussing working conditions with fellow staff of the Medical Respite Sobering Center.

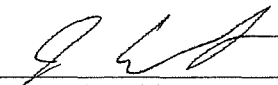
6. On or about October 10, 2018, Respondent, acting through its agent Valerie Gruber, took adverse action against Charging Party by releasing him from his probationary employment.

7. Respondent took the actions described in paragraph 6 because of Charging Party's activities described in paragraphs 3, 4, and 5, and thus violated Government Code section 3571(a).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: January 9, 2020

J. Felix De La Torre
General Counsel

By 

Joseph Eckhart
Senior Regional Attorney

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, San Francisco Regional Office, 1330 Broadway, Suite 1532, Oakland, CA, 94612.

On January 9, 2020, I served the Complaint Cover Letter regarding Case No. SF-CE-1221-H on the parties listed below by

☒ Placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid.

☐ Personal delivery.

☐ Facsimile transmission in accordance with the requirements of PERB regulations 32090 and 32135(d).

☐ Electronic service (e-mail).

Marcie Isom Fitzsimmons, Attorney
Gordon Rees Scully Mansukhani LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

Stephen Malloy
2825 Van Ness Ave., #7
San Francisco, CA 94109

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 9, 2020, at Oakland, California.

Charisse Diaz

(Type or print name)



(Signature)

**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
The Regents of the University of California, A Constitutional Corporation,
on behalf of its San Francisco Campus
UC SFGH Clinical Practice Group SFGH/Comm Focus PGM**

This Agreement is made this 1st day of July 1, 2018 in the City and County of San Francisco, State of California, by and between: **The Regents of the University of California, on behalf of its San Francisco campus, acting by and through its Office of Research**, a California Constitutional corporation, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to provide substance abuse treatment services; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016, RFP-08-2017 and RFP-11-2017, Request for Proposals ("RFP's") issued on August 26, 2016, August 27, 2017 and June 12, 2017 respectively in which City selected Contractor as the highest qualified scorer pursuant to the RFP's; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 48652-16/17 on June 19, 2017 and 40587-17-18 on November 20, 2017;

WHEREAS, approval for this Agreement was obtained when the Board of Supervisors approved Resolution Number 293-18 on September 14, 2018;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's

1 | Page

Original Agreement, Contract ID# 1000010136.
UC P-500 (8-15; DPH 7-14)

Regents UNIV OF CA/SFGH PSYCHIATRY DPT
July 1, 2018, BOS

obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from **July 1, 2018 to June 30, 2022.**

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing. However, City shall pay for services performed from the beginning date of the term of the Agreement upon certification of the Controller of the availability of funds.

4. Services Contractor Agrees to Perform

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

5. Compensation

Compensation shall be made in monthly payments on or before the **30th** day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of Public Health**, concludes has been performed as of the **last** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Two Million Eight Hundred Eleven Thousand Five Hundred Ten Dollars (\$22,811,510)**. The breakdown of costs associated with this Agreement appears in **Appendix B, "Calculation of Charges,"** attached hereto and incorporated by reference as though fully set forth herein.

Payments shall become due to Contractor pursuant to the payment provisions set forth in the statement of work when reports are received, services are rendered, or both, as required under and in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. Prior to the withholding of payment to Contractor for those services which City believes Contractor has failed or refused to satisfy pertaining to any material obligation under this Agreement, the parties agree that they will meet and discuss in good faith the alleged failure or refusal as soon as practicable after it becomes known to the City.

In no event shall City be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number and must conform to Appendix F. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

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

9. Disallowance

If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement.

By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

10. Taxes

a. Payment, as applicable, of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Nothing in that paragraph shall be interpreted as a waiver of any immunities or defenses that Contractor may otherwise have.

b. Without waiving its rights afforded to it as a California Constitutional Corporation, Contractor states as follows: Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

11. Payment Does Not Imply Acceptance of Work

The payment by City for Services under this Agreement, or the receipt of payment thereof by Contractor, shall in no way affect the obligation of Contractor to perform the Services set forth in **Appendix A** of this Agreement, nor does it preclude City from seeking any available legal remedy should Contractor fail to perform such Services.

12. Qualified Personnel

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

13. Responsibility for Equipment

a. City shall not be responsible for any damage to persons or property to the extent it is a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City, while such equipment is in the sole care, custody, and control of Contractor.

b. Any equipment purchased by Contractor with funds provided under the terms of this Agreement shall be deemed to be the property of the City and title to such equipment shall vest in the City. Contractor shall notify the Contract Administrator of any purchase of equipment in writing and shall provide an inventory of such equipment to the Contract Administrator within thirty (30) calendar days of the expiration or termination of this Agreement. If payment under this Agreement is based on a fee for service, equipment purchased using funds from this Agreement shall be referenced in Appendix B.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

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

b. Payment of Taxes and Other Expenses.

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section, but only in proportion and to the extent such claims, losses, costs, damages, and expenses, including attorney's fees, are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

15. Insurance

Contractor and City agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. A certificate of insurance is not required from either party. In the event an insurance waiver is required or approved, it shall be attached hereto as Appendix C.

16. Indemnification

a. Contractor shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

b. City shall defend, indemnify, and hold Contractor, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

17. Incidental and Consequential Damages - Deleted by agreement of the parties.

18. Liability of City - Deleted by agreement of the parties.

19. Liquidated Damages - Deleted by agreement of the parties.

20. Default; Remedies

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

(1) Either party fails or refuses to perform or observe any material term, covenant, or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, 64 and item 1 of Appendix D attached to this Agreement.

(2) Either party fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, and such default continues for a period of ten days without cure after written notice thereof from the nonbreaching party to the breaching party. However, the parties may agree in writing to extend the cure period.

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

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

b. On and after any Event of Default, the nonbreaching party 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.

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

21. Termination for Convenience

a. Either party may terminate this Agreement by giving thirty (30) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Contractor agrees to file with the City all outstanding claims, cost reports and program reports within sixty (60) calendar days of such termination. Contractor shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.

b. Upon receipt of a notice of termination from the City, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this

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

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

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

- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead not to exceed the negotiated indirect rate as set forth in **Appendix B**. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. With respect to such post-termination costs, in no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-

recoverable post-termination costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit related to post-termination costs, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; and (2) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).

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

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, 57, 64 and item 1 of **Appendix D (HIPAA)** attached to this Agreement.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. When all payments due under this Agreement to the time of termination, less those legally withheld, if any, have been paid by City to Contractor, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired as required pursuant to this Agreement or acquired with funding provided under this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

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

24. Proprietary or Confidential Information of City

a. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public non-profit educational institution, Contractor is subject to statutes requiring disclosure of information and

records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.

b. Contractor shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Contractor agrees that all private or confidential information concerning clients receiving the Services set forth in **Appendix A** under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Contractor violates the terms of this section.

c. Contractor agrees that it has the duty and responsibility to make available to the Contract Administrator or his/her designee, including the Controller, the contents of records pertaining to any City client which are maintained in connection with the performance of the Contractor's duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. If this Agreement is terminated by either party, or expires, the Contractor shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Contractor is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires, such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Contractor does not waive its rights under CA Evidence Code §1157, *et seq.* or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Contractor, its patients, students, faculty, employees, and agents.

e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Contractor under this Agreement shall not be divulged by Contractor to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Department of Public Health Contract Administrator listed in **Appendix A**.

25. Notices to the Parties

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

To CITY: Office of Contract Management and Compliance Fax: (415) 431-1100
Department of Public Health
1380 Howard Street, 5th Floor
San Francisco, California 94102

and: Hilda Jones email: Hilda.Jones@sfdph.org
Contract Administrator
San Francisco Department of Public Health
1380 Howard Street, 5th Floor
San Francisco, CA 94102

To CONTRACTOR: The Regents of the University of California Fax: (415) 476-8158
UCSF Office of Sponsored Research
Contracts and Grants Division
3333 California Street, Suite 315
San Francisco, CA 94143-0962
(if overnight, use zip code 94118)

And: Joti Mahal-Gill Fax: (415) 476 - 9634
Principal Contact
3333 California Street, Suite 315
San Francisco, CA 94143-0962

PAYMENTS: Payee: "The Regents of the University of California"
Mail to:
Mail Remittance Cashier
Accounting Office
University of California, San Francisco

1855 Folsom Street, Suite 425
San Francisco, CA 94143-0815
(if overnight, use zip code 94103)

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors specifically under the direction and control of City and identified in Appendix A, Appendix B and any attachments to Appendix A and B, to this Agreement shall become the property of City and will be transmitted to City upon request. City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when City owns the results, and Contractor gives City a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when Contractor owns the results. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed specifically under the direction and control of City and identified on Appendix A to this Agreement, Contractor and/or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City (collectively, "Works"). City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Works for scholarly or academic purposes. Except as provided herein, Contractor may not sell, or otherwise transfer its license to any commercial third party for any reason whatsoever. In all other instances, Contractor shall retain ownership and shall give City a non-exclusive, royalty-free, worldwide license to use such items for scholarly or academic purposes.

28. Audit and Inspection of Records

a. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

b. 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 thirty (30) days of the audit being published and at the City's request. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. If Contractor expends less than \$500,000 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 the finalized 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.

c. The Director of Public Health or his/her designee may approve of a waiver of the aforementioned audit requirement 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.

d. 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.

29. Subcontracting

a. Services rendered by the Contractor pursuant to this Agreement may be carried out under subcontracts. All such subcontracts shall be in writing and shall abide by such federal, state and local laws and regulations as pertain to this Agreement. No subcontract shall terminate the legal responsibilities of the Contractor to the City to ensure that all activities under this Agreement shall be carried out.

b. Contractor may utilize consultants to assist in a variety of functions. All agreements with consultants must be in writing, stating the amount of compensation and the scope of work.

c. Neither party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

d. Contractor shall provide the City with a list of all subcontractors and consultants retained by Contractor to provide Services under this Agreement either before such retention or as soon as reasonably possible after retention. City shall have the right to exercise its reasonable discretion to reject the retention of any subcontractor or consultant by Contractor. Upon any rejection by City, Contractor shall end rejected subcontractors or consultants provision of Services under this Agreement.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor, except as otherwise provided in Paragraph 29, above, unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

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

32. Consideration of Criminal History in Hiring and Employment Decisions . Deleted in consideration of Contractor's Public Entity status and approved by Office of Contracts Administration (OCA).

33. Local Business Enterprise Utilization; Liquidated Damages - Deleted in consideration of Contractor's Public Entity status.

34. Nondiscrimination; Penalties - Deleted based on Contracts Monitoring Division's (CMD) approval of sole source exception.

35. MacBride Principles—Northern Ireland - Deleted in consideration of Contractor's Public Entity status.

36. Tropical Hardwood and Virgin Redwood Ban

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

37. Drug-Free Workplace Policy

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

38. Resource Conservation

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

39. Compliance with Americans with Disabilities Act - Deleted in consideration of Contractor's public entity status and the fact that this Agreement serves a substantial public interest, per Administrative Code Chapter 12C.5-1(b).

40. Sunshine Ordinance

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

41. Public Access to Meetings and Records - Deleted in consideration of Contractor's Public Entity status.

42. Limitations on Contributions

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

43. Requiring Minimum Compensation for Covered Employees - Deleted in consideration of Contractor's Public Entity status.

44. Requiring Health Benefits for Covered Employees - Deleted in consideration of Contractor's Public Entity status.

45. First Source Hiring Program - Deleted in consideration of Contractor's Public Entity status.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic - Deleted in consideration of the fact that this Agreement is not for the purchase of preservative-treated wood products.

48. Modification of Agreement

a. 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, except that changes in the scope of service that do not increase the level of total compensation shall be subject to the provisions of the Department of Public Health Policy / Procedure Regarding Contract Budget Changes in effect at commencement of the term of this Agreement, a copy of which has been provided to Contractor. In the event that City desires to amend the Policy/Procedures Regarding Contract Budget Changes, it will provide Contractor with at least thirty (30) days written notice of the proposed changes and provide Contractor with the opportunity to ask questions, raise concerns or recommend alternative revisions. City shall, in good faith, consider Contractor's questions, concerns and recommendations in finalizing any changes to the Policy/Procedure Regarding Budget Changes; however, the final approval of such changes shall be solely in City's discretion.

b. City may from time to time request changes in the scope of the services of this Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be effective only upon execution of a duly authorized amendment to this Agreement. Contractor shall cooperate with the City 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%(CMD Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

a. 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 by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

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

50. Agreement Made in California; Venue

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

51. Construction

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

52. Entire Agreement

This Agreement, including all Appendices expressly incorporated herein, sets forth the entire understanding between the parties, and supersedes all other oral or written provisions as it pertains to the subject matter herein. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

The parties shall comply with all applicable laws in the performance of this Agreement.

54. Services Provided by Attorneys

The parties do not intend that any legal services will be provided under this Agreement. Any services to be provided under this Agreement (with funding provided by City) to be performed by a law firm or attorney as set forth in the statement of work must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors

In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, 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 the City involving the supervision or discipline of minors, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors.

56. Severability

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

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor. The provisions of this Section 57 shall not apply to the extent inconsistent with federal, state or local law.

58. Reserved (Sugar-Sweetened Beverage Prohibition).

59. Food Service Waste Reduction Requirements

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

60. Slavery Era Disclosure - Deleted in consideration of Contractor's status as a State of California agency per San Francisco Administrative Code Chapter 12.Y.3(b).

61. Dispute Resolution Procedure - Deleted by agreement of the Parties.

62. Additional Terms

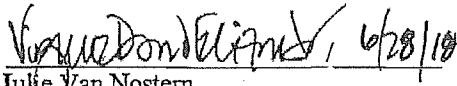
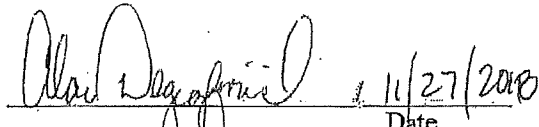
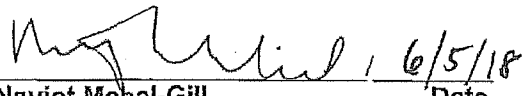
Additional Terms are attached hereto as **Appendix D** and are incorporated into this Agreement by reference as though fully set forth herein.

63. Cooperative Drafting.

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

64. 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, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the negligent acts or omissions of Contractor. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

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

CITY	CONTRACTOR
Recommended by:  6/29/18 Date Barbara A. Garcia, MPA Director of Public Health Public Health Department Approved as to Form: Dennis J. Herrera City Attorney By:  6/28/18 Date Julie Van Nostern Deputy City Attorney Approved:  11/27/2018 Date Director of the Office of Contract Administration, and Purchaser	The Regents of the University of California, A Constitutional Corporation, on behalf of its San Francisco Campus By signing this Agreement, I certify that the University of California is exempt from the requirements of the Minimum Compensation Ordinance, referenced in Section 43, since the University is an agency of the State of California.  6/5/18 Date Navjot Mahal-Gill Contracts Specialist 3333 California Street, Suite 315 San Francisco, California 94143-0962 City Supplier ID: 0000012358

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Insurance Waiver
- D: Additional Terms
- E: HIPAA Business Associate Agreement (Omitted)
- F: Invoice

Received By:
NOV 15 '18 PM 2:59
Purchasing Department

19 | Page

Original Agreement, Contract ID# 1000010136
UC P-500 (8-15; DPH 7-14)

Regents UNIV OF CA/SFGH PSYCHIATRY DPT
July 1, 2018, BOS

Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Hilda Jones**, Contract Administrator for the City, or his / her designee, and City will contact UC Principal Investigator or other appropriate UCSF staff person, Contractor's principal investigator for this Agreement, or his / her designee.

B. Reports:

Contractor shall submit written reports as reasonably requested by the City. The format for the content of such reports shall be determined by the City in advance. 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.

C. Evaluation:

Contractor shall participate as requested with the City, State, and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to make reasonable efforts to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. 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 listed in Section 2 of Appendix A, 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.

G. San Francisco Residents Only:

It is the intent of the parties that only clients who are San Francisco residents shall be treated under the terms of this Agreement, and City shall pay for all services rendered by Contractor in accordance with this Agreement. The parties agree that to the extent that residency has been verified by the City, that verification may be relied upon by Contractor. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

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 his/her 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.

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and record keeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor is responsible for correcting known site hazards, the proper use of equipment located at the site, the health and safety of their employees, and for all other persons who work at or visit the job site as per local and/or state regulations.

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

K. Acknowledgment of Funding:

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

L. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

M. Client Fees and Third Party Revenue:

(1) 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 Agreement.

(2) 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.

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. 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.

P. 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:

- (1) Staff evaluations.
- (2) Personnel policies and procedures.
- (3) Quality Improvement.
- (4) Staff education and training.

Other Miscellaneous Optional Provisions:

2. Description of Services

Detailed description of services are listed below and are attached hereto

A-1 Citywide Linkage

A-2: NOVA

A-3: Citywide Roving Team

A-4: Citywide Services for Supportive Housing
A-5: Citywide STOP
A-6: Citywide STOP Sobering Center Case Management
A-7: Citywide Assisted Outpatient Treatment

Contractor Name: UC Regent	Appendix A- 1
Program Name: UC Citywide Linkage	Contract Term: 07/01 – 06/30

1. Identifiers:

Program Name: UC Citywide Linkage
Program Address: 982 Mission St.
City, State, ZIP: San Francisco, CA 94103
Telephone/FAX: 415-597-8065/415-597-8004
Website Address: <http://www.ucsf.edu/>

Person Completing this Narrative: David Fariello
Telephone: 415-597-8065
Email Address: david.fariello@ucsf.edu
Program Code(s): 89114

2. Nature of Document:

☐ New ☐ Renewal ☒ Original

Goal Statement:

The program helps consumers recover emotional stability and functioning outside of institutional care, while linking to primary care, entitlements, housing, legal advocacy, payee services, and other resources to craft a stable support system. Finally, consumers are transitioned to ongoing mental health and/or substance abuse services within 60 to 90 days.

3. Target Population:

CLT treats San Francisco transitional-aged youth, adult, and older adult residents who, facing discharge from Inpatient Units or PES, are identified as being at risk of failure to link with necessary support services in the community. Consumers are about 56% male, 43% female, 40% white, 25% African American, 19% Asian, and 16% Latino. 90% are homeless and 80% are trauma survivors.

4. Modality(s)/Intervention(s)

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
OP - Case Mgt Brokerage 7.25 FTE = 205,883	191,796		
OP - MH Sycs 7.25 FTE = 127,924	138,565		
OP - Medication Support .25 FTE = 15,500	15,500		
OP - Crisis Intervention 7.25 FTE = 3,500	3,500		
Total UOS Delivered	349,361		
Total UDC Served			315

5. Methodology:

1 | Page

Original Agreement, Contract ID# 1000010136 Regents UNIV OF CA/SFGH PSYCHIATRY DPT
July 1, 2018, BOS

Contractor Name: UC Regent	Appendix A- 1
Program Name: UC Citywide Linkage	Contract Term: 07/01 – 06/30

Engagement and assessment of referrals from the Inpatient Units usually occurs on the day of the referral. Each CLT consumer's Plan of Care is based on his/her stated goal, with the consumer dictating the goal CLT's services will help him/her achieve. CLT staff are imaginative and persistent in their determination to tailor services to meet consumer's immediate goals and most basic needs, using the Stages of Change model to tailor interventions appropriate for "where the client is at." With the consumer's expressed consent, his/her natural supports are also engaged in support of the consumer's recovery process: friends, loved ones, hotel managers, store clerks, payee services, etc. These natural supports serve as a way to re-link with consumers, who have fallen out of treatment, or to reinforce and support the relationship with the case manager.

The Citywide Linkage Team provides a full range of services to its enrolled consumers:

- Assessment and diagnosis with a focus on the development of a specific, measureable, time-limited, client-centered treatment plan.
- Psychoeducation with consumers and family members about diagnoses, symptoms, medications, stress reduction, and treatment options.
- Crisis intervention for consumers and family members, in the community they live. PSCs use natural and agency resources to shore up a consumer's support system, and also provide on-site consultation with PES and hospital staff. On-call access to our clinical staff is available 24 hours/7 days a week to all consumers, family members and collaborating programs.
- Short-term, solution-focused therapy including CBT, DBT, Harm Reduction/Relapse Prevention, Motivational Interviewing, and supportive counseling.
- Medication assessment, prescription, and monitoring.
- Assistance with finding appropriate long-term housing options.
- Placement of the client in residential treatment programs or short-term housing options, with assistance and coaching to maintain stability in placement.
- Routine and frequent outreach to clients in the community providing individualized support and engagement as needed.
- Linkage and advocacy to needed services including: primary health care, SSI advocacy, GA, support groups, self-help organizations, vocational services, payee services, socialization options, and basic needs.
- Staff to client ratio is 1:13, with services available in English, Spanish, and Cantonese, (provided by bi-cultural staff) and with expertise in services for transitional age youth and geriatric consumers. Clinical staff at 982 Mission Street can additionally provide services or translation in Russian, Tagalog, Mandarin, Toisanese, Fukinese, and Vietnamese.
- Linkage to the appropriate level of ongoing mental health, substance abuse, and/or primary care providers, including accompanying consumers to initial appointments to ensure secure linkage to ongoing services.

Within 60 to 90 days, CLT works to securely link clients to long-term clinic based services, ICM services, substance abuse services, and/or primary care providers for mental health care. By accurately accessing what the lowest appropriate level of care is for a client, we are able to support clients' highest levels of functioning, while dramatically reducing clients' long-term cost to the system. With staff

Contractor Name: UC Regent	Appendix A- 1
Program Name: UC Citywide Linkage	Contract Term: 07/01 – 06/30

at Mission Mental Health, Chinatown North Beach, and South of Market Mental Health, we can provide a clinical assessment and intake, open the chart in the outpatient modality and expedite a medication evaluation. When clients are referred to long-term ICM services we overlap our services with the new provider for a brief time, to insure that the client is securely linked before being closed with CLT.

Program's staffing:
See Appendix B

7. Objectives and Measurements:

"All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY18-19."

8. Continuous Quality Improvement:

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. Required Language:

Not applicable

Contractor Name: UC Regent	Appendix A- 2
Program Name: UC Citywide NoVA	Contract Term: 07/01 – 06/30

1. Identifiers:

Program Name: UC Citywide NoVA
Program Address: 982 Mission St.
City, State, ZIP: San Francisco, CA 94103
Telephone/FAX: 415-597-8065/415-597-8004
Website Address: <http://www.ucsf.edu/>

Contractor Address (if different from above):
City, State, ZIP:

Person Completing this Narrative: David Fariello
Telephone: 415-597-8065
Email Address: david.fariello@ucsf.edu
Program Code(s) (if applicable): 8911NO

2. Nature of Document:

☐ New ☐ Renewal ☒ Original

3. Goal Statement:

The goal of the program is to provide treatment to the whole person that will allow him or her to exit the criminal justice system and re-integrate into the community. Clients remain in the program as long as they continue to need services.

4. Target Population:

The target population is the mentally ill offender population which makes up approximately 18% of the average daily jail population. CWCM-NOVA clients- are 69% Male, 31% female, 43.6% African American, 43.6% White, 8.8 % Latino, 6% Asian, 11.6 suffer a mood disorder, 77.9% a psychotic disorder, 23.8% a personality disorder and 95% have a co-occurring substance abuse disorder.

Modality(s)/Intervention(s)

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
OP - Case Mgt Brokerage 1.60 FTE = 19,976	19,976		
OP - MH Svcs 1.60 FTE = 41,396	41,396		
OP - Crisis Intervention 1.60 FTE = 650	650		
Total UOS Delivered	62,022		

Contractor Name: UC Regent	Appendix A- 2
Program Name: UC Citywide NoVA	Contract Term: 07/01 – 06/30

Total UDC Served			30

Referral/Assessment and Engagement: Upon referral, a clinical case manager assesses the client in-custody, explains the program services, and allows the client to voluntarily enroll in the program. Every former inmate faces obstacles in finding work, re-establishing family relationships, developing a social network and avoiding further criminal activity, but the challenges faced by individuals with psychiatric disabilities – who require specialized services and supports – can be even greater and more complex. In addition to grappling with their illness, they are more likely than other inmates to have been unemployed or homeless when incarcerated. The therapist works closely with the CWCM-NOVA case manager regarding the clients' needs, barriers, and course of mental illness. The therapist conducts a comprehensive biopsychosocial assessment, short-term therapy and referrals to community mental health programs as needed.

Supported Employment: The CWCM-NOVA Supported Employment Team was created to address the discrimination and stigma our clients face for their mental health issues and criminal justice histories by promoting recovery through employment. CWCM-NOVA clients are eligible for referral to our Support Employment Team through the Department of Rehabilitation.

Integrated Mental Health and Substance Abuse Treatment: It is estimated that 90% of enrolled participants will have substance abuse disorders in addition to his or her mental illness. SAMHSA identifies integrated mental health and substance abuse treatment as the best practice in working with clients with Co-Occurring Disorders. Simply put, it is "the application of knowledge, skills, and techniques by providers to comprehensively address both mental health and substance abuse issues in persons with co-occurring disorders."

Gender Focused and Trauma Informed Treatment: SFSD internal studies among female inmates one housing unit (SISTER) conducted in 2003 and 2004 found that 7% of women identified themselves as having a mental disability. In 2004, 57% of these women reported their mental health as poor or fair. In 2003, 84% indicated their mental health was poor or fair.

CWCM-NOVA has developed an array of specialized services addressing the ever-increasing needs of an ever-increasing female mentally ill offender population. Specifically, the program has developed a women-only Grief and Loss Group and Seeking Safety Group located at the Women's Resource Center.

The unduplicated number of individuals serves: 30 clients are served at any one time. Current client retention averages 6 months.

Program hours are Monday through Friday 8:30 am to 5:00 pm. Clients are referred by their CWCM-NOVA Case Manager for therapy services. CWCM-NOVA staff also visits clients in jails to introduce available therapy services.

Program Staffing: See Appendix B.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY18-19

Contractor Name: UC Regent	Appendix A- 2
Program Name: UC Citywide NoVA	Contract Term: 07/01 – 06/30

Outpatient Mental Health (Tab 9) – Individualized Objectives: The program will maintain a census of 30 active CWCM – NoVA therapy client; contractor will prepare an annual client count summary by 9/01/2018.

8. Continuous Quality Improvement:

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. Required Language:

Not applicable

Contractor Name: UC Regent	Appendix A- 3
Program Name: UC Citywide Roving Team	Contract Term: 07/01 – 06/30

1. Identifiers:

Program Name: UC Citywide Roving Team
Program Address: 982 Mission St.
City, State, ZIP: San Francisco, CA 94103
Telephone/FAX: 415-597-8065/415-597-8004
Website Address: <http://www.ucsf.edu/>

Person Completing this Narrative: David Fariello
Telephone: 415-597-8065
Email Address: david.fariello@ucsf.edu
Program Code(s) (if applicable): 8911RT

2. Nature of Document:

☐ New ☐ Renewal ☒ Original

3. Goal Statement:

The purpose of this contract is to provide behavioral health case management for formerly homeless individuals living in the Human Services Agency's Housing First Master Lease Program. The goal of these services is to maximize housing retention within the Housing First Master Lease Program by addressing the unmet behavioral health needs of residents.

4. Target Population:

The contractor will serve residents of the Housing First Master Lease Program identified by on-site staff as having significant unmet behavioral health needs that could, if not addressed, lead to eviction and future episodes of homelessness.

5. Modality(s)/Intervention(s)

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
OP - Case Mgt Brokerage 7.47 FTE = 48,243	48,243		
OP - MH Svcs 7.47 FTE = 312,978	312,978		
OP - Crisis Intervention 7.47 FTE = 1,900	1,900		
Total UOS Delivered	363,121		

1 | Page

Original Agreement, Contract ID# 1000010136 Regents UNIV OF CA/SFGH PSYCHIATY DPT
July 1, 2018, BOS

Contractor Name: UC Regent	Appendix A- 3
Program Name: UC Citywide Roving Team	Contract Term: 07/01 – 06/30

Total UDC Served			120

Methodology: Services will be provided on-site at designated Housing First Master Lease sites funded by the Human Services Agency and operated by contracted housing providers. The team funded under this contract will outreach and provide behavioral health services, linkage and referral and crisis assessment and intervention on-site at the Housing First Master Lease Program supportive housing sites. Work hours for all staff will be 8:30 a.m. to 5:00 p.m., Monday through Friday.

The Housing First Master Lease Program provides housing for formerly homeless individuals and provides on-site services designed to help residents achieve long-term housing stability. The Housing First Master Lease Program currently offers more than 2,200 units of housing in twenty-two sites.

Services to be Provided

The team funded by this contract will consist of two Licensed Clinical Supervisors (LCSW or MFT), four senior level Case Managers (MSW or MA/MS), and a Substance Abuse Specialist (B.A. level). The team will augment the work of on-site staff by working with residents who require intensive short-term case management intervention due to unmet behavioral health needs that could pose a threat to housing stability. The team will also work in tandem with staff at the Department of Public Health (DPH)'s Housing and Urban Health Primary Care Clinic to provide comprehensive primary and behavioral health care to residents of the Housing First Master Lease Program. In addition, the team will refer residents as needed to an array of treatment resources.

Through this contract, contractor will:

- A. Work with on-site staff to identify residents in need of intensive short-term behavioral health treatment.
- B. Perform comprehensive psycho-social and substance abuse assessments completed in conjunction with medical assessments by the DPH primary care staff.
- C. Formulate short-term treatment plans to address difficult behaviors and preserve housing stability.
- D. Provide a full range of treatment intervention to individual clients, including (but not limited to): crisis intervention (including 5150 services as needed); supportive individual, family or group psychotherapy; substance abuse counseling (including harm reduction strategies); intensive case management, and daily living skill building.
- E. Offer transitional dual diagnosis groups in various Housing First Master Lease sites aimed at introducing harm reduction principles, strategies and resources to residents who are not yet willing or able to access drug treatment.

Contractor Name: UC Regent	Appendix A- 3
Program Name: UC Citywide Roving Team	Contract Term: 07/01 – 06/30

F. Provide referrals and linkages to appropriate entitlements and resources to enhance and strengthen residents' support systems on a long-term basis.

G. Provide discharge planning and termination as the resident is either no longer in need of intensive services or leaves the hotel.

H. Participate in individual case conferences, team coordination meetings and in-service trainings with DPH medical staff as necessary.

I. Track all client interactions and outcome data.

J. Ensure completion of required time-keeping documentation for CSBG (Title XIX) reimbursement.

Program's staffing:

See Appendix B

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY 18-19.

Outpatient Supportive Housing (Tab 6) – Section I - I.1 After the first 60 days of the move-in date into a supportive housing program, no more than 10% of clients will experience a psychiatric hospitalization. Contractor will prepare an annual report by 9/01/2018.

8. Continuous Quality Improvement:

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

Contractor Name: UC Regent	Appendix A- 3
Program Name: UC Citywide Roving Team	Contract Term: 07/01 – 06/30

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. Required Language:
Not applicable

Contractor Name: UC Regent	Appendix A- 4
Program Name: UC Citywide Services for Supportive Housing	Contract Term: 07/01– 06/30

1. Identifiers:

Program Name: UC Citywide Services for Supportive Housing

Program Address: 982 Mission St.

City, State, ZIP: San Francisco, CA 94103

Telephone/FAX: 415-597-8065/415-597-8004

Website Address: <http://www.ucsf.edu/>

Person Completing this Narrative: David Fariello

Telephone: 415-597-8065

Email Address: david.fariello@ucsf.edu

Program Code(s) (if applicable): 8911SH

2. Nature of Document:

☐ New ☐ Renewal ☒ Original

3. Goal Statement:

The goal is to provide behavioral health and other onsite support services to assist tenants at the Drs. Julian & Raye Richardson and Rene Cazenave Apartments to maintain housing stability and improve access to resources.

4. Target Population:

The target population is the 240 tenants of the Richardson and Rene Cazenave Apartments, comprised of formerly homeless, very low income ($\leq 30\%$ of AMI as defined by HUD) adults with co-occurring mental health, substance abuse and medical problems, and limited experience living independently.

5. Modality(s)/Intervention(s)

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
OP - Case Mgt Brokerage 11.8 FTE = 61,902	61,902		
OP - MH Svcs 11.8 FTE = 278,096	278,096		
OP - Medication Support 2.15 FTE = 112,000	112,000		
OP - Crisis Intervention 11.8 FTE = 10,119	10,119		
Other Non-Medical Client Support Exp 3.35 FTE = 7,435 (Cost Reimbursement)	7,435		

Contractor Name: UC Regent	Appendix A- 4
Program Name: UC Citywide Services for Supportive Housing	Contract Term: 07/01– 06/30

Total UOS Delivered	469,552		
Total UDC Served			240

These services shall include (but not be limited to) individual and group behavioral health counseling and case management as defined for Medi-Cal FFP, psychiatry, primary care nursing case management and medication monitoring, referral to and coordination with primary medical care, substance abuse and psychiatric treatment, benefit counseling and client advocacy, meal programs, health education, community building, tenant organizing, and all other case management functions. Services also include close collaboration with the on-site property management provider, Community Housing Partnership (CHP), the third-party rent payment provider (usually Lutheran Social Services), and DPH Primary Care Clinics.

- 6. Methodology:** Richardson and Rene Cazenave Apartments are both 120-unit buildings of permanent Community Housing Partnership (CHP) and Citywide teams provide a joint orientation and housing screening for applicants. Housing eligibility is determined by CHP's property management. Citywide clinicians will also maintain contact with the applicants and the referring case managers prior to move in to coordinate services and ensure a transition of care. Upon move in, each tenant will be outreached by the clinical staff and offered services. In addition, clinicians will provide new tenants with program information/brochure and with a welcome basket of household items for their new apartments.

A. Program admission, enrollment and/or intake criteria and process.

The DAH Policy and Procedures, as outlined in the DAH Policy and Procedures Manual, will guide all admission, enrollment, and intake criteria, as well as program oversight upon lease-signing and ongoing.

At intake, program staff will complete a comprehensive evaluation and assessment of each tenant who agrees to accept services. Assessment efforts will identify the individual's mental health, substance abuse, medical and comprehensive service needs, including the risk for returning to homelessness. Citywide clinicians will use Avatar, the CBHS Medi-Cal billing and on-line documentation system. The program staff will develop an Individual Services Plan (ISP) in coordination with the individual including short and longer-term service needs. All tenants are eligible for services from Citywide. For tenants who are already connected with outside service providers, the clinicians will provide outreach and care coordination.

- B.** Citywide will provide clinical and supportive services, which will include, but not be limited to: outreach, engagement; assessment and evaluation, intensive case management, Individual goal setting and treatment planning, supportive counseling and therapy, psychiatric services, referral and linkage, crisis assessment and intervention, community building, and strengthening social supports. In addition, practical assistance will be provided including emergency food and clothing,

Contractor Name: UC Regent	Appendix A- 4
Program Name: UC Citywide Services for Supportive Housing	Contract Term: 07/01– 06/30

money management, and transportation assistance.

Staff Hours: Clinical Social Workers, Social Work Associate and the RN will be available as needed for resident services during regular business hours (9 a.m. – 5 p.m.) and limited after-hours (evening). The CHP property manager and an assistant property manager will be on-site during regular work hours. CHP desk clerks will be on duty on-site 24 hours/day and 7 days/week.

Individuals living in the apartments are eligible for on-site support services from Citywide clinicians. When a tenant moves out of the apartments, Citywide clinicians will continue to offer services during the transition period to link the individual to alternative.

Program's staffing:
See Appendix B

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY18-19.

Outpatient Mental Health (Tab 1) Mental Health Outcomes apply.

Supportive Housing (Tab 6) Supportive Housing Program Outcomes apply.

8. Continuous Quality Improvement:

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are

Contractor Name: UC Regent	Appendix A- 4
Program Name: UC Citywide Services for Supportive Housing	Contract Term: 07/01– 06/30

currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. Required Language:
Not applicable

Contractor Name: UC Citywide	Appendix A-5
Program Name: UCSF Citywide STOP	Contract Term: 07/01 – 06/30

1. Identifiers:

Program Name: UCSF Citywide STOP
 Program Address: 982 Mission St. 2nd Floor
 City, State, ZIP: San Francisco, CA 94103
 Telephone: 415-597-8065 FAX: 415-597-8004
 Website Address: <http://www.ucsf.edu/>
 Contractor Address: 982 Mission St. 2nd floor
 City, State, ZIP: San Francisco, CA 94103
 Executive Director: David Fariello / Program Director: Valerie Gruber
 Telephone: 415-597-8065
 Email Address: david.fariello@ucsf.edu / Valerie.gruber@ucsf.edu
 Program Code(s): 38321 (UCSF Citywide STOP)

2. Nature of Document:

☐ New ☐ Renewal ☒ Original

3. Goal Statement:

To reduce the impact of substance use disorders on the target population by successfully implementing the described interventions

4. Target Population:

UCSF Citywide STOP provides outpatient substance use disorders treatment to clients enrolled in UC Citywide intensive case management programs. In addition to their substance use disorders, clients also have severe and persisting mental illness (schizophrenia, schizoaffective disorder, bipolar disorder, etc.), severe functional impairments, intermittent danger to self or others, high acute service utilization, and frequent incarceration. The clinic location just south of Market Street is easily accessible to residents of the South of Market and Tenderloin areas, and by public transportation from other low-income areas of the City, including the Bayview and the Mission.

- Primary target population: Drug of choice – Methamphetamine, cocaine, marijuana, or alcohol, often in conjunction with other substances.
- Secondary target population: Co-occurring disorders – severe and persisting mental illness qualifying for intensive case management through Citywide, often in conjunction with chronic health problems.
- Tertiary target population: Low economic status – General Assistance, SSI, low income.

Contractor Name: UC Citywide	Appendix A-5
Program Name: UCSF Citywide STOP	Contract Term: 07/01 – 06/30

- The target population includes a large proportion of African American, Latino, gay, lesbian, bisexual, and transgender individuals.

5. Modality(s)/Intervention(s)

Note: The service categories below are the same as those in the CBHS contract Appendix A and B instructions for outpatient SUD treatment programs in the Drug Medi-Cal Organized Delivery System waiver. They are consistent with planned ODS waiver revisions to the CBHS SUD treatment provider manual.

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
ODS-91: ODS group counseling (staff time in 15-minute increments) 48 weeks x 4 group sessions per week x average 18 increments per group	3,512.5 increments	30
ODS-92: ODS individual counseling (incl. assessment, treatment planning, individual, collateral, crisis intervention) 48 weeks x average 24 increments per week	1,184 increments	30
ODS-93: ODS case management 48 weeks x average 1 increment per week	48 increments	20
Supt-02: SA program support - training SA training and consultation to CBHS and treatment programs	40 hours	20
Supt-01: SA program support - QA Program administration for ODS implementation (QA, program evaluation and development, etc.) .3 FTE of program director & coordinator: 12 hours/week x 48 weeks	558 hours (not reported)	N/A
Total UOS Delivered	4,784.5 increments + 620 hours	30 clients, 2 staff
Total UDC Served		30 clients + 30 staff

6. Methodology:

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

Contractor Name: UC Citywide	Appendix A-5
Program Name: UCSF Citywide STOP	Contract Term: 07/01 – 06/30

Training and consultation by STOP program director to CBHS civil service and contract agencies on substance use disorder interventions, needs assessments, outcome measures, Avatar, and Drug Medi-Cal requirements. The program director receives referrals and direction from the CBHS Substance Use Services Medical Director.

STOP program administration and development for Drug Medi-Cal Organized Delivery System: Includes but not limited to data entry, error identification and corrections in Avatar, other databases, and hard copy files as required for process and outcome monitoring for clients and program. Plan-do-study-act cycles with constituent input for quality improvement and program development.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

A. Outreach, recruitment, promotion, and advertisement

Information about STOP services is posted throughout the UC Citywide facility, including the main client activities room, the client library, etc. With assistance of their case managers, clients may sign up for STOP orientation/intake times available several days a week.

B. Admission, enrollment and/or intake criteria and process where applicable

Admission Criteria

Clients must be enrolled in a UC Citywide intensive case management program. They must have a substance use disorder (including in remission if at risk for relapse), and have the cognitive capacity to participate in and benefit from counseling.

Potential clients whose substance use related, mental health, or medical problems are of sufficient severity as to need a higher level of care than outpatient treatment are referred to a program providing an appropriate level of care.

Clients who are in imminent danger of harming themselves or others, or who need emergency medical evaluation, are admitted following stabilization of their acute conditions.

Readmission Criteria

Any person previously admitted to and discharged from the program may be readmitted if they have a substance use disorder at that time. Staff assess whether the conditions that resulted in their previous discharge have changed sufficiently to warrant readmission to this program.

Admission Process

Contractor Name: UC Citywide	Appendix A-5
Program Name: UCSF Citywide STOP	Contract Term: 07/01 – 06/30

1. Orientation: The counselor provides information about the program and helps the client select among group and individual counseling options. Clients needing other services (e.g. medical detox or methadone maintenance) are given information or assisted with phone calls as appropriate.

2. Intake Assessment: Intake assessment includes

a) Assessment of substance use problems (incl. assessment of DSM criteria for substance use disorder, CalOMS, ASAM level of care determination, ASI areas not assessed in the other assessments, health questionnaire; obtaining documentation of physical exam in the past 12 months)

b) Consent forms, release of information forms, payor information, and client rights forms

c) Development of treatment plan with client

3. Start of Group and/or Individual Counseling:

Most clients will receive group counseling, supplemented with as needed individual counseling for reassessment, treatment planning, etc.

If medically authorized as appropriate, clients who are unable to participate in group receive only individual counseling for a specified period of time.

C. Service delivery model

Substance abuse treatment integrated in a mental health agency

STOP provides outpatient substance abuse counseling in coordination with mental health services provided by UC Citywide staff who provide intensive case management, psychiatric medication management, outreach and home visits, socialization activities, independent living skills training, and vocational services. This integration allows STOP to provide substance use disorders treatment to clients who also have severe and persisting mental illness. In addition, via the combined substance use and mental health services, clients can obtain a level of care similar to intensive outpatient treatment. For clients who use substances for which medication assisted treatment is effective (e.g. alcohol, opioids), counselors discuss these options with the clients and Citywide mental health staff (psychiatrist who may prescribe medications, case manager who may refer out for these services). For clients for whom urine drug testing is clinically indicated, it is conducted by the UC Citywide case manager, and shared with STOP staff. Clients must consent to exchange of information between STOP and UC Citywide staff in order to participate in STOP.

Contractor Name: UC Citywide	Appendix A-5
Program Name: UCSF Citywide STOP	Contract Term: 07/01 – 06/30

Support of both harm reduction and abstinence goals

STOP respects the different treatment needs of individuals who want to stop using drugs as well as the treatment needs of individuals who want to reduce the harm resulting from use. Abstinence focused treatment helps clients work toward a drug free life style by developing the motivation, coping skills, and support systems needed to put together longer and longer drug free periods. Harm reduction treatment helps clients identify what is needed to reduce the harmful effects of drug use in their lives, assess what options are realistic for them at this time in their drug use history, and develop the skills and support systems needed to reduce the harmful effects of drug use.

Types and locations of services

STOP groups are provided at UC Citywide 11-12:30 on weekday mornings (except Wednesday mornings), prior to lunch being served in the center milieu. STOP provides primarily group counseling, supplemented as needed by individual counseling. Counseling focuses on clients' drug use and relates this to other important issues in clients' lives, such as mental health, health, legal, economic, identity, sexual orientation, sexual, relationship, cultural, or spiritual issues.

Consistent with best practice recommendations for the severe dual diagnosis population served, groups are small (3-6 clients) (SAMHSA Dual Disorders TIP) and have a co-facilitator (to be able to leave the group when a client needs containment or evaluation for danger to self/others). In addition, frequent brief discussions between counseling sessions are required to stabilize and engage participants and coordinate with their mental health case managers.

Case management (communications with other providers, including Citywide mental health staff) helps to assess client needs, obtain physical exam findings collected elsewhere, identify clients who may need a higher level of care, discuss medication assisted treatment (incl. withdrawal management) with clinicians at Citywide or elsewhere, re-engage non-attending clients, coordinate with clients' Citywide mental health and/or vocational services, and report attendance for Behavioral Health Court. All communication occurs after obtaining 42 CFR Part 2 compliant consent to exchange information.

Length of stay

6 months average

D. Discharge Planning and exit criteria and process

Criteria for Successful Completion

3 or more months of consistent adherence to client's individual treatment plan and goals (e.g. abstinence or minimal use).

Discharge planning

Contractor Name: UC Citywide	Appendix A-5
Program Name: UCSF Citywide STOP	Contract Term: 07/01 – 06/30

Clients who complete or are otherwise discharged from STOP may continue to participate in mental health services at UC Citywide. Prior to discharge from STOP, a discharge support plan is developed with the client, including which community resources to connect with for continued recovery support.

E. Program staffing

Please see Appendix B of this contract.

F. Vouchers

Vouchers are purchased from program funds and provided as motivational incentives for activities that are known to improve and maintain substance use treatment outcomes. STOP implements this evidence-based practice within federal and Drug Medi-Cal limits for incentive amounts.

- 1) STOP clients are eligible for fishbowl prize draws for documented attendance at outside recovery activities that they select (e.g. 12-step, Lifering, Smart Recovery, Wellness Centers, church); prizes they may draw include numerous small prizes (e.g. hygiene supplies, socks), fewer medium prizes (\$5 Target cards), and one large prize (\$20 Target card).
- 2) STOP clients for whom STOP group attendance of twice a week or more is indicated on their treatment plan are eligible for an incentive for consistent STOP group participation. If they attend 2 STOP groups every week of the month, and are in group the first week of the subsequent month, they receive the consistent participation incentive (\$5 Target card).

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY18-19.

All standardized objectives for outpatient ODS programs apply to STOP, **except D6**. Timely Access Log (not applicable to Citywide programs).

8. Continuous Quality Improvement:

The UC Board of Regents does not approve individual program management decisions, but delegates these down through campuses (e.g. UCSF, UCLA) and departments (e.g. Dept. of Psychiatry), to divisions.

The following CQI policies have been developed by the STOP program director, and reviewed and approved by the Citywide Division Director:

11/1/16 - Flow Chart for Data Analysis and Integration into Program Planning

The following CQI activities are ongoing in the STOP program:

6 | Page

Original Agreement, Contract ID# 1000010136 Regents UNIV OF CA/SFGH PSYCHIATRY DPT
July 1, 2018, BOS

Contractor Name: UC Citywide	Appendix A-5
Program Name: UCSF Citywide STOP	Contract Term: 07/01 – 06/30

1. STOP contract productivity and outcomes are monitored and improved by
 - a. Review of individual clients' progress in weekly group and individual supervision, and adjusting treatment plans for clients who are not progressing toward their treatment goals; and
 - b. Running Avatar UOS and error reports in the 2nd week of each subsequent month (after service entry deadlines), reviewing CalOMS accept/reject reports within a week of receipt, and running Avatar CalOMS discharge (outcome) reports after each quarter, and reviewing / summarizing outcomes databases for any outcomes not tracked in Avatar; and
 - c. Discussion of the results in STOP group supervision to develop improvement plans; and
 - d. Implementing improvement plans, e.g. for Avatar or outcomes database errors, coach staff to prevent future errors; for low services, increase referrals or decrease dropout; for low client outcomes, engage clients more effectively.
2. STOP clinical documentation is monitored and improved by
 - a. Supervisor (= program director or TBH program coordinator) orientation of each new staff to clinical documentation standards, including Avatar and paper files; and
 - b. Clinicians' Excel file with due dates for all clients on their caseload, reviewed in weekly individual supervision to prevent missing deadlines; and
 - c. Supervisor feedback on new clinicians' documentation once a week, until standards are consistently met for that kind of documentation (e.g. progress notes, treatment plans, intake and discharge summaries); and
 - d. Peer review of each client file using the chart checklist, at 30 days after intake, 6 months, and discharge; the supervisor oversees reviews and instructs staff to make corrections and prevent recurrence.
- 3a. CLAS standards implementation at the Citywide agency level is documented in the agency-wide administrative binder, and includes documentation in the CBHS cultural competence tracking database. CLAS standards implementation at the STOP program level includes
 - a. Plan-Do-Study-Act cycles, incl.
 - i. Staff and/or client review of a cultural issue (identifying likely root causes of problems) to develop a plan for improvement (plan),
 - ii. Implementation of improvements (do),
 - iii. Evaluation of outcomes (study), and
 - iv. Continuing changes that are helpful; adjusting plans that are not helpful (act).
- 3b. STOP staff cultural competency (CLAS standard 4) is monitored and improved by

Contractor Name: UC Citywide	Appendix A-5
Program Name: UCSF Citywide STOP	Contract Term: 07/01 – 06/30

- a. Referencing the cultural competency expectation in the CA Title 9 AOD counselor code of regulations and UCSF job descriptions, the supervisor uses cultural competency as a criterion for staff selection (interview and reference questions), discusses it with new staff during their orientation, reviews it with staff during performance evaluations, and points out cultural issues that may affect client or staff interactions during individual and group supervision.
 - b. The supervisor encourages staff to complete CBHS required culturally relevant trainings early in each fiscal year, with periodic reminders until documentation of training completion is received (e.g. Transgender 101 and 12N trainings, trauma trainings).
 - c. Optional culturally relevant trainings offered through DPH or UCSF are distributed via email, then discussed in group supervision, and staff coverage arranged or services rescheduled to allow staff to attend.
 - d. Staff who have passed probation are eligible to apply for UCSF funding to attend trainings, and the supervisor encourages staff to identify and attend trainings relevant to their cultural competence.
 - e. Staff training documentation including culturally relevant trainings are maintained in administrative binders (for trainings applicable to all) and individual staff files (for individually selected trainings attended).
3. Satisfaction with STOP services
- a. Is monitored with clients via the annual DHCS/CBHS substance use client satisfaction survey, offered to every client receiving services during the survey period; and
 - b. Is monitored with recipients of training/consultation services via feedback at the end of each training or consultation.
 - c. Is reviewed in group supervision (for client satisfaction) and in the program director's supervision with the Division Director (for client and trainee satisfaction), and plans for change are implemented as needed, using Plan – Do – Study – Act cycles.
4. Outcomes CQI is included in CQI item 1 above.

9. Required Language: N/A

Contractor Name: UC Citywide	Appendix A-6
Program Name: UCSF Citywide STOP Sobering Center Case Management	Contract Term: 07/01 – 06/30

Supt-01: SA program support - QA Program administration in preparation for ODS implementation (QA, Program Eval. and Development, etc.) .1 FTE of program director: 4 hrs/wk. x 48 wks.	190 Hrs.(not reported)	N/A
Total UOS Delivered	60 Hrs. in Avatar (1,200 Hrs. in word) 160 visits in eCW	
Total UDC Served		10 in Avatar (20 outside Avatar) 40 in eCW

6. Methodology:

Indirect Services (programs that do not provide direct client services)

SCCM program administration and development for Drug Medi-Cal Organized Delivery System: Includes but not limited to data entry, error identification and corrections in Avatar, other databases, and hard copy files as required for process and outcome monitoring for clients and program. Plan-do-study-act cycles with constituent input for quality improvement and program development.

We coordinate with the SF HOT Team, Benefit District outreach guides (or Ambassadors), police officers, and ambulance services (DPH EMS-6 and others), so that they know to call our social workers and patient navigator to call our case manager when they see Sobering Center clients in the community, so that we can locate and approach them. The more points of contact, the more likely we find moments when the client is willing and able to engage. In addition, we collaborate with Joe Healy Medical Detox, Healthright360, Salvation Army Harbor Light, Treatment Access Program, Direct Access to Housing, Everyday Connect, and primary care clinics (incl. the San Francisco Health Network and UCSF Health).

Direct Client Services:

A. Outreach, Recruitment

A large amount of our initial work is on the streets of the Central Market/Tenderloin neighborhoods, repeatedly offering services, and providing hands-on linkage to desired

Contractor Name: UC Citywide	Appendix A-6
Program Name: UCSF Citywide STOP Sobering Center Case Management	Contract Term: 07/01 – 06/30

resources. Meeting with clients at the Sobering Center, or residential programs (when they are awake and coherent) is also critical. The expected outcome is the creation of an ongoing, productive relationship between the case manager and the client, creating a common history of accomplishing tasks that the client would not/could not accomplish on his/her own Admission criteria and process

Admission Criteria

The client must have a substance use disorder (in addition to intoxication). Individuals needing emergency medical or psychiatric care are referred to those services first, then engaged in case management. If a client can be better served by another ICM program, such as a mental health ICM program or ED Case Management, they are referred and linked there.

Readmission Criteria

Any person previously admitted to and discharged from the program may be readmitted when they resume contact with the case manager or the Sobering Center.

Admission Process

1. Orientation: The case manager provides information about the program, assesses their case management needs, and starts to develop case management goals with them.
2. Intake Assessment: Intake assessment occurs over numerous brief sessions over several months, and is combined with initial case management to help clients meet their basic needs. Components include:
 - a) Assessment of substance use problems (incl. assessment of DSM criteria for substance use disorder, CalOMS, ASAM level of care determination, ASI areas not assessed in the other assessments, health questionnaire, advanced directives information, and obtaining documentation of physical exam in the past 12 months)
 - b) Consent forms, release of information forms, payor information, and client rights forms
 - c) Development of treatment plan with client.

B. Service delivery model

The service modality is **long-term intensive clinical case management**. The social workers and patient navigator provide community resource building, street outreach, needs assessment, collaborative goal setting, motivational interviewing. The nurse practitioner provides patient education, medical case management, interim medical care, and interim psychiatric and alcohol use disorder treatment medications.

Support of both harm reduction and abstinence goals

Contractor Name: UC Citywide	Appendix A-6
Program Name: UCSF Citywide STOP Sobering Center Case Management	Contract Term: 07/01 – 06/30

The program respects the differing treatment needs of individuals who want to stop using substances and individuals who want to reduce the harm resulting from use. Given their severe alcohol use disorders, abstinence can reduce the most harm. However, most clients are not open to quitting alcohol, but are interested in harm reduction goals such as obtaining housing, resolving or reducing their health problems and reducing psychiatric symptoms, which in turn may reduce need for acute services.

Types and locations of services

A large amount of the initial work is on the streets of the Central Market/Tenderloin neighborhoods, repeatedly offering services, and providing hands-on linkage to desired resources. Meeting with clients at the Sobering Center, or residential or hospital settings (when they are awake and coherent) is also critical.

Length of stay

12 months average

C. Completion, discharge planning, linkages

Criteria for Successful Completion

Successful completion is when the client has met mutually agreed upon treatment plan goals, in one or more of the following areas:

1. Stopped or reduced harmful patterns of substance use (for 3 months or more)
2. Engaged in primary medical care and if needed mental health care (for 3 months or more)
3. Other mutually agreed upon treatment plan goals if any (e.g. obtained housing)
4. Linked to lower-intensity case management services (e.g. primary care clinic medical social worker).

Discharge planning

Prior to discharge, a discharge support plan is developed with the client, including which community resources to connect with for continued harm reduction or recovery support. Clients may be readmitted to case management if needed and interested if they have a substance use disorder at the time.

D. Program staffing

See Appendix B

Contractor Name: UC Citywide	Appendix A-6
Program Name: UCSF Citywide STOP Sobering Center Case Management	Contract Term: 07/01 – 06/30

E. Vouchers

Vouchers are purchased from program funds and provided to help clients meet basic needs. These include bus tokens for clients able to take the bus to appointments, taxi vouchers for transportation to residential detox or medical appointments, and fast food gift cards.

7. Objectives and Measurements:

a. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY18-19.

The following standardized objectives for outpatient ODS programs apply to clients open in Avatar, throughout 2018-19:

A1a. No more than 15% of psychiatric hospital discharges will be followed by a readmission within 30 days.

The following standardized objectives for outpatient ODS programs will apply to clients open in Avatar, starting when the CalOMS containing these data are accepted from Sobering Center Case Management (TBD 2018):

B1. At least 60% of client will have successfully completed treatment or will have left with satisfactory progress as measured by discharge codes.

D11a. 100% of open clients will have zero errors on their CalOMS admission form.

D12. 100% of clients discharged will have the CalOMS discharge status field completed no later than 30 days after episode closing.

D16. No more than 40% of clients will be coded as CalOMS administrative discharge.

D18. At least 40% of clients will have CalOMS data fields for frequency of use completed at admission and discharge.

The following standardized objectives for outpatient ODS programs do not apply to Sobering Center Case Management:

B2. At least 60% of clients will maintain abstinence or show a reduction of alcohol or other drug use.

D6. Timely Access Log (not applicable to Citywide programs).

Contractor Name: UC Citywide	Appendix A-6
Program Name: UCSF Citywide STOP Sobering Center Case Management	Contract Term: 07/01 – 06/30

8. Continuous Quality Improvement:

The UC Board of Regents does not approve individual program management decisions, but delegates these down through campuses (e.g. UCSF, UCLA) and departments (e.g. Dept. of Psychiatry), to divisions.

The following CQI policies have been developed by the SCCM program director, and reviewed and approved by the Citywide Division Director:

11/1/16 - Flow Chart for Data Analysis and Integration into Program Planning

The following CQI activities are ongoing in the SCCM program:

1. SCCM contract productivity and outcomes are monitored and improved by
 - a. Review of individual clients' progress in weekly group and individual supervision, and adjusting treatment plans for clients who are not progressing toward their treatment goals; and
 - b. Running Avatar UOS and error reports in the 2nd week of each subsequent month (after service entry deadlines), - and after CalOMS is implemented with this program - reviewing CalOMS accept/reject reports within a week of receipt, and running Avatar CalOMS discharge (outcome) reports after each quarter, and reviewing / summarizing outcomes databases for any outcomes not tracked in Avatar; and
 - c. Discussion of the results in SCCM group supervision to develop improvement plans; and
 - d. Implementing improvement plans, e.g. for Avatar or outcomes database errors, coach staff to prevent future errors; for low services, increase referrals or decrease dropout; for low client outcomes, engage clients more effectively.
2. SCCM clinical documentation is monitored and improved by
 - a. Supervisor (= program director or TBH program coordinator) orientation of each new staff to clinical documentation standards, including Avatar and paper files; and
 - b. Clinicians' Excel file with due dates for all clients on their caseload, reviewed in weekly individual supervision to prevent missing deadlines; and
 - c. Supervisor feedback on new clinicians' documentation once a week, until standards are consistently met for that kind of documentation (e.g. progress notes, treatment plans, intake and discharge summaries); and

Contractor Name: UC Citywide	Appendix A-6
Program Name: UCSF Citywide STOP Sobering Center Case Management	Contract Term: 07/01 – 06/30

- d. Peer review of each client file using the chart checklist, at 30 days after intake, 6 months, and discharge; the supervisor oversees reviews and instructs staff to make corrections and prevent recurrence.
- 3a. CLAS standards implementation at the Citywide agency level is documented in the agency-wide administrative binder, and includes documentation in the CBHS cultural competence tracking database. CLAS standards implementation at the SCCM program level includes
 - a. Plan-Do-Study-Act cycles, incl.
 - i. Staff and/or client review of a cultural issue (identifying likely root causes of problems) to develop a plan for improvement (plan),
 - ii. Implementation of improvements (do),
 - iii. Evaluation of outcomes (study), and
 - iv. Continuing changes that are helpful; adjusting plans that are not helpful (act).
- 3b. SCCM staff cultural competency (CLAS standard 4) is monitored and improved by
 - a. Referencing the cultural competency expectation in the CA Title 9 AOD counselor code of regulations and UCSF job descriptions, the supervisor uses cultural competency as a criterion for staff selection (interview and reference questions), discusses it with new staff during their orientation, reviews it with staff during performance evaluations, and points out cultural issues that may affect client or staff interactions during individual and group supervision.
 - b. The supervisor encourages staff to complete CBHS required culturally relevant trainings early in each fiscal year, with periodic reminders until documentation of training completion is received (e.g. Transgender 101 and 12N trainings, trauma trainings).
 - c. Optional culturally relevant trainings offered through DPH or UCSF are distributed via email, then discussed in group supervision, and staff coverage arranged or services rescheduled to allow staff to attend.
 - d. Staff who have passed probation are eligible to apply for UCSF funding to attend trainings, and the supervisor encourages staff to identify and attend trainings relevant to their cultural competence.
 - e. Staff training documentation including culturally relevant trainings are maintained in administrative binders (for trainings applicable to all) and individual staff files (for individually selected trainings attended).

Contractor Name: UC Citywide	Appendix A-6
Program Name: UCSF Citywide STOP Sobering Center Case Management	Contract Term: 07/01 – 06/30

3. Satisfaction with SCCM services

- a. Is monitored with clients via the annual DHCS/CBHS substance use client satisfaction survey, offered to every client receiving services during the survey period; and
- b. Is reviewed in group supervision (for client satisfaction) and in the program director's supervision with the Division Director (for client and trainee satisfaction), and plans for change are implemented as needed, using Plan – Do – Study – Act cycles.

4. Outcomes CQI is included in CQI item 1 above.

9. Required Language:

N/A

Contractor Name: UC Regents	Appendix A-7
Program Name: UC Citywide Assisted Outpatient Treatment	Contract Term: 07/01 – 06/30

1. Identifiers:

Program Name: UC Citywide Assisted Outpatient Treatment

Program Address: 982 Mission St. 2nd Floor

City, State, ZIP: San Francisco, CA 94103

Telephone/FAX: 415-597-8065/415-897-8004

Website Address: <http://ucsf.edu/>

Person Completing this Narrative: David Fariello

Telephone: 415-597-8065

Email Address: david.fariello@ucsf.edu

Program Code(s): 8911AO

2. Nature of Document:

☐ New ☐ Renewal ☒ Original

3. Goal Statement:

The Citywide Assisted Outpatient Treatment (AOT) project will provide comprehensive clinical case management, to severely mentally ill adults who have been ordered by the court/entered into a Settlement Agreement with the court to participate in outpatient treatment. The goal of this program is to provide intensive outpatient services to consumers in order to improve their quality of life, as well as prevent mental health crises and cycling through emergency services or incarceration. Services will be consistent with legal requirements outlined in the Welfare and Institutions Code §5348(a) and will include outreach, crisis intervention, medication assessment and management, individual, group and family therapy, as well as case management. Staff to client ratios will be 1:10

4. Target Population:

San Francisco Adults that have been court ordered or entered into a Settlement Agreement to Assisted Outpatient Treatment. Adults with severe mental illness that are not engaged in treatment and at risk of deterioration in the community and subsequent crisis contacts.

Contractor Name: UC Regents	Appendix A-7
Program Name: UC Citywide Assisted Outpatient Treatment	Contract Term: 07/01 – 06/30

5. Modality(s)/Intervention(s)

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
OP - Case Mgt Brokerage 3.2 FTE = 6,400	6,400		
OP - MH Svcs 3.2 FTE = 4,000	4,000		
OP - Medication Support .40 FTE = 7,200	7,200		
OP - Crisis Intervention 3.2 FTE = 4,500	4,500		
Total UOS Delivered	22,100		
Total UDC Served			25

COST REIMBURSEMENT

6. Methodology:

- Consumers are assertively engaged and followed throughout the system as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in Board & Care are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.

A. Program outreach, recruitment, promotion, and advertisement.

Contractor Name: UC Regents	Appendix A-7
Program Name: UC Citywide Assisted Outpatient Treatment	Contract Term: 07/01 – 06/30

Our referrals come from Department of Public Health (DPH). Director of Assisted Outpatient Treatment with Department of Public Health provides outreach, recruitment, promotion and advertisement.

B. Program's admission, enrollment and/or intake criteria and process where applicable. Department of Public Health refers individuals to Citywide Assisted Outpatient Treatment that are court ordered or enter into a Settlement Agreement to Assisted Outpatient Treatment. The program adheres to the guidelines, definitions and services as described in the intensive case management guidelines.

C. Program's service delivery

Citywide Assistant Outpatient treatment model provides comprehensive case management, crisis, family, individual therapy, and linkage to medication services for consumers that are either court ordered or in a settlement agreement to Assisted Outpatient Treatment. The court order or settlement agreement is for 6 months but the court could extend the court order or settlement agreement for 6 more months. Providers provide intensive case management for as long as they are part of the Assisted Outpatient Treatment court process and provide linkage to the appropriate level of care in the community. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus outreach to the consumers home, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The program incorporates the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. We also provide support in obtaining and maintaining housing. Consumers are seen as often as is clinically indicated. Program hours are 8:30 am to 5:00 pm, Monday through Friday. After hours and weekends are covered by on-call staff who provide phone consultation and support to consumers, support members or other agencies.

Contractor Name: UC Regents	Appendix A-7
Program Name: UC Citywide Assisted Outpatient Treatment	Contract Term: 07/01 – 06/30

D. Program's exit criteria and process

Citywide Assisted Outpatient Treatment provides intensive case management to consumers that are either court ordered or in a settlement agreement to Assisted Outpatient Treatment. When the Assisted Outpatient Treatment Court order or Settlement Agreement ends, providers connect consumers to the appropriate level of care. This can include linkage to an intensive case management program or regular outpatient treatment in the community.

E. Program's staffing - See Appendix B

7. Objectives and Measurements:

Outcome Objectives

- By the end of Fiscal Year 18-19, participants enrolled in the Assisted Outpatient Treatment Program will have a 10% reduction in psychiatric crisis contacts compared to the previous fiscal year, as measured by Psychiatric Emergency Services (PES) contacts and documented in Avatar as well as a joint data collection effort between UCSF and DPH's AOT Care Team.
- By the end of Fiscal Year 18-19, participants enrolled in the Assisted Outpatient Treatment Program will have a 10% reduction in total number of incarcerations compared to the previous fiscal year, as measured by number of jail contacts with the San Francisco County Jail and documented in Jail Information Management (JIM) as well as a joint data collection effort between UCSF and DPH's AOT Care Team.
- By the end of Fiscal Year 18-19, participants enrolled in the Assisted Outpatient Treatment Program will have a 5% reduction in total admissions to an inpatient psychiatric unit compared to the previous fiscal year, as measured by number of admissions and documented in Avatar as well as a joint data collection effort between UCSF and DPH's AOT Care Team.

Process Objectives

- By the end of Fiscal Year 18-19, 50% of participants enrolled in the Assisted Outpatient Treatment Program will be connected to another Behavioral Health provider within the System of Care, as measured by an open episode and documented in Avatar as well as a joint data collection effort between UCSF and DPH's AOT Care Team.

Contractor Name: UC Regents	Appendix A-7
Program Name: UC Citywide Assisted Outpatient Treatment	Contract Term: 07/01 – 06/30

- On any date, 100% of participants enrolled in the Citywide Assisted Outpatient Treatment Program will have a current finalized Treatment Plan of Care in AVATAR within 60 days of opening.
- Objectives will need to be reported to BOCC by 9/1/18

8. Continuous Quality Improvement:

- A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.
- B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.
- C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.
- D. The Division fully participates in the annual CBHS Measurement of client satisfaction.
- E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. Required Language:

Not Applicable

Appendix B
Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

A. Budget Summary

- B-1: Citywide Linkage
- B-2: NOVA
- B-3: Citywide Roving Team
- B-4: Citywide Services for Supportive Housing
- B-5: Citywide STOP
- B-6: Citywide STOP Sobering Center Case Management
- B-7: Citywide Assisted Outpatient Treatment

- B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$2,444,090** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

July 1, 2018 through June 30, 2019	\$ 5,091,855
July 1, 2019 through June 30, 2020	\$ 5,091,855
July 1, 2020 through June 30, 2021	\$ 5,091,855
July 1, 2021 through June 30, 2022	\$ 5,091,855
Subtotal - July 1, 2018 through June 30, 2022	\$ 20,367,420
Contingency	\$ 2,444,090
TOTAL - July 1, 2018 through June 30, 2022	\$ 22,811,510

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

Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

- D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Contractor at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH) 00117							Page #	1		
DHCS Legal Entity Name (MH)/Contractor Name (SA) (Regents of) UC San Francisco							Based on FY	2018-19		
Contract Term: 07/01/18 - 06/30/22							Document Date	05/01/18		
Contract Appendix Number	B-1	B-2	B-3	B-4	B-5	B-6	B-7			
Program Name	Citywide Linkage	Citywide NoVA	Citywide Roving	Citywide Services for Supportive Housing	Citywide STOP	Citywide STOP Sobering Center Case Management	Citywide Assisted Outpatient Treatment			
Provider Number	8911	8911	8911	8911	383832	383832	8911	TOTAL	TOTAL	
Program Code(s)	89114	8911NO	8911RT	8911SH	38321	3832SM-ANS	8911AO			
Funding Term (mm/dd/yy - mm/dd/yy)	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30	EACH FY	CT TERM	
FUNDING USES										
Salaries	\$ 603,114	\$ 136,854	\$ 555,911	\$ 1,097,488	\$ 113,702	\$ 233,547	\$ 267,438	\$ 3,007,930	\$ 12,031,718	
Employee Benefits	\$ 250,222	\$ 57,684	\$ 234,274	\$ 469,298	\$ 44,650	\$ 95,166	\$ 112,724	\$ 1,253,909	\$ 5,015,637	
Subtotal Salaries & Employee Benefits	\$ 853,336	\$ 194,538	\$ 790,085	\$ 1,566,786	\$ 158,352	\$ 328,703	\$ 380,160	\$ 4,261,839	\$ 17,047,355	
Operating Expenses	\$ 28,382	\$ 4,859	\$ 61,300	\$ 126,708	\$ 4,389	\$ 18,849	\$ 39,975	\$ 284,482	\$ 1,137,848	
Capital Expenses										
Subtotal Direct Expenses	\$ 881,718	\$ 199,397	\$ 851,385	\$ 1,693,472	\$ 162,741	\$ 347,552	\$ 420,135	\$ 4,546,301	\$ 18,185,203	
Indirect Expenses	\$ 105,808	\$ 23,827	\$ 102,166	\$ 202,017	\$ 19,517	\$ 41,708	\$ 50,416	\$ 546,556	\$ 2,182,220	
Indirect %	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	
TOTAL FUNDING USES	\$ 987,524	\$ 223,324	\$ 953,551	\$ 1,895,489	\$ 182,258	\$ 389,258	\$ 470,551	\$ 5,091,856	\$ 20,367,420	
								Employee Fringe Benefits %	40.0%	40.0%
BHS MENTAL HEALTH FUNDING SOURCES										
MH FED SDMC FFP (60%) Adult	435,396	\$ 40,000	\$ 407,424	\$ 553,758				\$ 1,536,578	\$ 6,146,312	
MH STATE Adult 1991 MH Realignment	200,000							\$ 200,000	\$ 800,000	
MH COUNTY Adult - General Fund	290,404		\$ 17,277	\$ 1,212,608				\$ 1,520,289	\$ 6,081,156	
MH COUNTY Adult - General Fund (CODB)	61,724			\$ 19,123				\$ 80,847	\$ 323,388	
MH COUNTY Adult WO CODB		\$ 4,471	\$ 12,899					\$ 17,370	\$ 69,480	
MH MESA (CSS)							\$ 470,551	\$ 470,551	\$ 1,882,204	
MH WO Sheriff Department - NoVA		\$ 178,853						\$ 178,853	\$ 715,412	
MH WO HSA UC Roving Team			515,951					\$ 515,951	\$ 2,063,804	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 987,524	\$ 223,324	\$ 953,551	\$ 1,895,489	\$ -	\$ -	\$ 470,551	\$ 4,520,439	\$ 18,081,766	
BHS SUBSTANCE ABUSE FUNDING SOURCES										
SA FED - DMC FFP, CFDA #93.778					\$ 42,900			\$ 42,900	\$ 171,600	
SA STATE PSR Drug Medi-Cal					\$ 23,100			\$ 23,100	\$ 92,400	
SA COUNTY - General Fund					\$ 114,000	\$ 378,764		\$ 493,764	\$ 1,975,056	
SA COUNTY - General Fund (CODB)					\$ 2,158	\$ 8,494		\$ 11,652	\$ 46,808	
								\$ -	\$ -	
								\$ -	\$ -	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ 182,158	\$ 389,258		\$ 671,416	\$ 2,285,864	
OTHER DPH FUNDING SOURCES										
								\$ -	\$ -	
								\$ -	\$ -	
								\$ -	\$ -	
								\$ -	\$ -	
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL DPH FUNDING SOURCES	\$ 987,524	\$ 223,324	\$ 953,551	\$ 1,895,489	\$ 182,158	\$ 389,258	\$ 470,551	\$ 5,091,856	\$ 20,367,420	
NON-DPH FUNDING SOURCES										
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 987,524	\$ 223,324	\$ 953,551	\$ 1,895,489	\$ 182,158	\$ 389,258	\$ 470,551	\$ 5,091,856	\$ 20,367,420	
Prepared By: Constance Revora							Phone Number: 415-597-8047			

Revised 7/1/2015

Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH) 00117							Page #	2
DHCS Legal Entity Name (MH)/Contractor Name (SA) (Regents of) UC San Francisco							Based on FY	2018-19
							Document Date	05/01/18
Contract Appendix Number								
Program Name(s)								
Provider Number								
Program Code(s)								
Funding Term (mm/dd/yy - mm/dd/yy)								TOTAL
FUNDING USES								
Salaries								\$ 3,007,930
Employee Benefits								\$ 1,263,909
Subtotal Salaries & Employee Benefits								\$ 4,261,839
Operating Expenses								\$ 284,462
Capital Expenses								\$ -
Subtotal Direct Expenses								\$ 4,546,301
Indirect Expenses								\$ 545,555
Indirect %								12.0%
TOTAL FUNDING USES	\$	-	\$	-	\$	-	\$	- \$ 5,091,855
							Employee Fringe Benefits %	40.0%
BHS MENTAL HEALTH FUNDING SOURCES								
MH FED SDMC FFP (50%) Adult								\$ 1,536,578
MH STATE Adult 1991 MH Realignment								\$ 200,000
MH COUNTY Adult - General Fund								\$ 1,520,289
MH COUNTY Adult - General Fund (COOB)								\$ 80,847
MH COUNTY Adult WO COOB								\$ 17,370
MH MHSA (CSS)								\$ 470,551
MH WO Sheriff Department - NoVA								\$ 178,853
MH WO HSA UC Roving Team								\$ 515,951
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$	-	\$	-	\$	-	\$	- \$ 4,520,439
BHS SUBSTANCE ABUSE FUNDING SOURCES								
SA FED - DMC FFP, CFDA #93.778								\$ 42,900
SA STATE PSR Drug Medi-Cal								\$ 23,100
SA COUNTY - General Fund								\$ 493,784
SA COUNTY - General Fund (COOB)								\$ 11,652
								\$ -
								\$ -
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$	-	\$	-	\$	-	\$	- \$ 571,416
OTHER DPH FUNDING SOURCES								
								\$ -
								\$ -
								\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$	-	\$	-	\$	-	\$	- \$ -
TOTAL DPH FUNDING SOURCES	\$	-	\$	-	\$	-	\$	- \$ 5,091,855
NON-DPH FUNDING SOURCES								
								\$ -
TOTAL NON-DPH FUNDING SOURCES	\$	-	\$	-	\$	-	\$	- \$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$	-	\$	-	\$	-	\$	- \$ 5,091,855
Prepared By Constance Revore							Phone Number	415-597-8047

Revised 7/1/2016

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117 Provider Name UC Citywide Linkage Provider Number 8911					Appendix # B-1 Page # 1 Based on FY 2018-19 Document Date 06/01/18	
Program Name	Citywide Linkage	Citywide Linkage	Citywide Linkage	Citywide Linkage		
Program Code	89114	89114	89114	89114		
Mode/SFC (MH) or Modality (SA)	15/01-06	15/10-57, 59	15/60-69	15/70-78		
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30		TOTAL
FUNDING USES						
Salaries & Employee Benefits	389,475	381,960	70,318	11,583		853,336
Operating Expenses	12,954	12,704	2,339	385		28,382
Capital Expenses						-
Subtotal Direct Expenses	402,429	394,664	72,656	11,969		881,718
Indirect Expenses	48,291	47,580	5,719	1,436		103,006
TOTAL FUNDING USES	450,721	442,243	78,375	13,405		987,524
BHS MENTAL HEALTH FUNDING SOURCES						
Accounting Code (Index Code or Detail)						
MH FED SDMC FFP (50%) Adult	HMHMCC730515	108,721	194,887	35,878	5,810	435,398
MH STATE Adult 1994 MH Realignment	HMHMCC730515	91,283	89,622	18,481	2,715	200,000
MH COUNTY Adult - General Fund	HMHMCC730515	132,545	129,987	23,930	3,942	290,404
MH COUNTY Adult - General Fund (COOB)	HMHMCC730515	28,172	27,828	6,086	838	61,724
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	450,721	442,243	78,375	13,405		987,524
BHS SUBSTANCE ABUSE FUNDING SOURCES						
Accounting Code (Index Code or Detail)						
						-
						-
This row left blank for funding sources not in drop-down list						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES						-
OTHER DPH FUNDING SOURCES						
Accounting Code (Index Code or Detail)						
						-
This row left blank for funding sources not in drop-down list						-
TOTAL OTHER DPH FUNDING SOURCES						-
TOTAL DPH FUNDING SOURCES	450,721	442,243	78,375	13,405		987,524
NON-DPH FUNDING SOURCES						
Accounting Code (Index Code or Detail)						
						-
This row left blank for funding sources not in drop-down list						-
TOTAL NON-DPH FUNDING SOURCES						-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	450,721	442,243	78,375	13,405		987,524
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
SA Only - Non-Res 33+ ODF # of Group Sessions (classes)						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	191,796	198,686	15,500	3,500		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.35	\$ 3.19	\$ 5.25	\$ 3.83		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.35	\$ 3.19	\$ 5.25	\$ 3.83		
Published Rate (Medi-Cal Providers Only)	\$ 3.48	\$ 4.30	\$ 6.10	\$ 5.05		
Unduplicated Clients (UDC)						315

Program Name: Chiyokde Linkage
Program Code: B9114

Appendix #:	B-1
Page #	2
Based on FY	2018-19
Document Date	05/01/18

Revised 7/1/2015

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide Linkage
Program Code: 89114

Appendix #: B-1
Page #: 3
Based on FY: 2018-19
Document Date: 05/01/18

Expense Categories & Line Items	TOTAL	SDMC Regular FFP (80%) MH Reimbursement General Fund (CCDB) HMHK0C730515	Accounting Code 2 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):	07/01-08/30	07/01-08/30					
Rent	\$ -						
Utilities (cell phone)	\$ 738.00	\$ 738.00					
Building Repair/Maintenance	\$ -						
Occupancy Total:	\$ 738.00	\$ 738.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,000	\$ 1,000					
Photocopying	\$ -						
Program Supplies	\$ -						
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 700	\$ 700					
Insurance (auto)	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 700	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data/Network Services	\$ 3,828	\$ 3,828					
CCDSS - Computing and Communication Device Support Services	\$ 5,133	\$ 5,133					
Liability charges	\$ 4,946	\$ 4,946					
UCSF Faculty and Staff HR Recharge	\$ 8,037	\$ 8,037					
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (incentives)	\$ 4,000	\$ 4,000					
Other Total:	\$ 25,944	\$ 25,944	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 28,382	\$ 28,382	\$ -	\$ -	\$ -	\$ -	\$ -

Revised 7/1/2016

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117				Appendix # B-2	
Provider Name UC Citywide NoVA				Page # 1	
Provider Number 8911				Based on FY 2015-19	
				Document Date 05/01/18	
Program Name	Citywide NoVA	Citywide NoVA	Citywide NoVA		
Program Code	8911NO	8911NO	8911NO		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59	15/70-79		
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Crisis Intervention		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01-06/30	07/01-03/30	07/01-06/30		
FUNDING USES					TOTAL
Salaries & Employee Benefits	51,332	140,635	2,571		194,638
Operating Expenses	1,282	3,513	64		4,859
Capital Expenses					
Subtotal Direct Expenses	52,614	144,147	2,635		199,396
Indirect Expenses	6,314	17,298	316		23,928
TOTAL FUNDING USES	58,928	161,445	2,951		223,324
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code (Index Code or Detail)				
MH FED SDMC FFP (50%) Adult	HMHMCC730516	10,554	28,917	528	40,000
MH COUNTY Adult WO CQDB	HMHMCC730516	1,180	3,232	69	4,471
MH WO Sheriff Department - NoVA	HMHMNOVAPRWO	47,194	129,298	2,363	178,853
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		58,928	161,445	2,951	223,324
BHS SUBSTANCE ABUSE FUNDING SOURCES	Accounting Code (Index Code or Detail)				
This row left blank for funding sources not in drop-down list					
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES	Accounting Code (Index Code or Detail)				
This row left blank for funding sources not in drop-down list					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES		58,928	161,445	2,951	223,324
NON-DPH FUNDING SOURCES					
This row left blank for funding sources not in drop-down list					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		58,928	161,445	2,951	223,324
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	19,076	41,398	650		
Unit Type	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.95	\$ 3.90	\$ 4.54		
Cost Per Unit - Contract Rate (DPH & NON-DPH FUNDING SOURCES)	\$ 2.95	\$ 3.90	\$ 4.54		
Published Rate (Medi-Cal Providers Only)	\$ 3.45	\$ 4.30	\$ 5.06		
Unduplicated Clients (UDC)					Total UDC
					30

Revised 7/1/2015

Program Name: Citywide NoVA
Program Code: 8911NO

Appendix #:	B-2
Page #:	2
Based on FY:	2018-19
Document Date:	05/01/18

Revised 7/1/2015

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide NoVA
Program Code: 8911NO

Appendix #: B-2
Page #: 3
Based on FY: 2018-19
Document Date: 05/01/18

Expense Categories & Line Items	TOTAL	SDMC Regular FFP (50%) MH Adult County WQ CODE HMHMC730515	MH WQ Sheriff Department - NoVA HMHMNDVAPRWQ	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):	07/01/17-06/30/18	07/01-06/30	07/01-06/30				
Rent							
Utilities (telephone, electricity, water, gas)							
Building Repair/Maintenance							
Occupancy Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies		\$ -	\$ -				
Photocopying			\$ -				
Program Supplies			\$ -				
Computer Hardware/Software		\$ -	\$ -				
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development							
Insurance (auto)	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel							
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data Network Services	\$ 845	\$ 169	\$ 676				
CCDSS - Computing and Communication Device Support Services	\$ 1,133	\$ 227	\$ 906				
Liability charges	\$ 1,122	\$ 224	\$ 898				
UCSF Faculty and Staff HR Recharge	\$ 1,759	\$ 352	\$ 1,408				
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, (lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (incentives)		\$ -	\$ -				
Other Total:	\$ 4,859	\$ 972	\$ 3,887	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 4,859	\$ 972	\$ 3,887	\$ -	\$ -	\$ -	\$ -

Revised 7/1/2015

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117		Appendix # B-3		
Provider Name Citywide Roving Team		Page # 1		
Provider Number 8911		Based on FY 2018-19		
		Document Date 05/01/18		
Program Name	Citywide Roving Team	Citywide Roving Team	Citywide Roving Team	
Program Code	8911RT	8911RT	8911RT	
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59	15/70-79	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Crisis Intervention	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01-06/30	07/01-06/30	07/01-06/30	
FUNDING USES				TOTAL
Salaries & Employee Benefits	86,741	597,582	5,782	790,085
Operating Expenses	6,730	64,123	447	81,300
Capital Expenses				
Subtotal Direct Expenses	93,471	761,705	6,229	861,385
Indirect Expenses	11,218	80,205	745	102,168
TOTAL FUNDING USES	104,687	841,910	6,974	963,551
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code (Index Code or Detail)			
MH FED SDMC FFP (50%) Adult	HMHMCC730515	44,730	359,723	2,971
MH COUNTY Adult - General Fund	HMHMCC730515	1,897	15,264	128
MH COUNTY Adult WO CODB	HMHMCC730515	1,416	11,389	94
MH WG HSA UC Roving Team	HMHMOVINGWO	58,645	455,644	3,763
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		104,687	841,910	6,974
BHS SUBSTANCE ABUSE FUNDING SOURCES	Accounting Code (Index Code or Detail)			
This row left blank for funding sources not in drop-down list				
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES				
OTHER DPH FUNDING SOURCES	Accounting Code (Index Code or Detail)			
This row left blank for funding sources not in drop-down list				
TOTAL OTHER DPH FUNDING SOURCES				
TOTAL DPH FUNDING SOURCES		104,687	841,910	6,974
NON-DPH FUNDING SOURCES				
This row left blank for funding sources not in drop-down list				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		104,687	841,910	6,974
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	48,243	312,978	1,800	
Unit Type	Staff Minute	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.17	\$ 2.69	\$ 3.66	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.17	\$ 2.69	\$ 3.66	
Published Rate (Medi-Cal Providers Only)	\$ 3.45	\$ 4.30	\$ 5.05	
Unduplicated Clients (UDC)				Total UDC 120

Revised 7/1/2015

Program Name: Citywide Rowing Team
Program Code: 8911RT

Appendix #:	B-3
Page #	2
Based on FY	2018-19
Document Date	05/01/18

Revised 7/1/2015

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide Roving Team
Program Code: 8911RF

Appendix #: B-3
Page #: 3
Based on FY: 2018-19
Document Date: 05/01/18

Expense Categories & Line Items	TOTAL	SDMC Regular FFP (60%) General Fund MH Adult County WFO CODB HMHMC0730515	MH WFO HSA UC Roving Team HMHMCROVINGWO	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):	07/01-06/30	07/01-06/30	07/01-06/30				
Rent							
Utilities (telephone, electricity, water, gas)	\$ 12,000	\$ 5,507	\$ 6,493				
Building Repair/Maintenance							
Occupancy Total:	\$ 12,000	\$ 5,507	\$ 6,493	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 5,300	\$ 2,432	\$ 2,868				
Photocopying	\$ 500	\$ 229	\$ 271				
Program Supplies							
Computer Hardware/Software	\$ 9,000	\$ 4,130	\$ 4,870				
Materials & Supplies Total:	\$ 14,800	\$ 6,792	\$ 8,008	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 500	\$ 229	\$ 271				
Insurance (auto)	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 500	\$ 229	\$ 271	\$ -	\$ -	\$ -	\$ -
Local Travel							
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data Network Services	\$ 3,944	\$ 1,810	\$ 2,134				
CCDSS - Computing and Communication Device Support Services	\$ 5,289	\$ 2,427	\$ 2,862				
Liability charges	\$ 4,558	\$ 2,092	\$ 2,466				
UCSF Faculty and Staff HR Recharge	\$ 8,210	\$ 3,767	\$ 4,442				
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (incentives)	\$ 12,000	\$ 5,507	\$ 6,493				
Other Total:	\$ 34,000	\$ 15,603	\$ 18,397	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 61,300	\$ 28,131	\$ 33,169	\$ -	\$ -	\$ -	\$ -

Revised 7/1/2015

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117						Appendix #	B-4
Provider Name UG Citywide Services for Supportive Housing						Page #	1
Provider Number 8811						Based on FY	2018-19
						Document Date	05/01/18
Program Name	Citywide Services for Supportive Housing	Citywide Services for Supportive Housing	Citywide Services for Supportive Housing	Citywide Services for Supportive Housing	Citywide Services for Supportive Housing		
Program Code	8911SH	8911SH	8911SH	8911SH	8911SH		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-67, 69	15/60-69	15/70-79	60/78		
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention	SS-Other Non-Medical Client Support Exp		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01-08/30	07/01-08/30	07/01-08/30	07/01-08/30	07/01-08/30	TOTAL	
FUNDING USES:							
Salaries & Employee Benefits	110,858	608,202	465,880	35,910	336,933	1,568,784	
Operating Expenses	9,076	49,763	38,139	2,940	26,760	126,708	
Capital Expenses							
Subtotal Direct Expenses	119,935	657,965	503,999	38,850	363,693	1,683,472	
Indirect Expenses	14,382	78,958	80,481	4,662	43,523	202,017	
TOTAL FUNDING USES	134,327	736,954	584,480	43,512	406,216	1,885,489	
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code (Index Code or Detail)						
MH FED SDMC FFP (50%) Adult	HMHMCC730515	59,365	325,894	249,469	19,230	653,758	
MH COUNTY Adult - General Fund	HMHMCC730515	73,225	401,794	307,713	23,719	1,212,608	
MH COUNTY Adult - General Fund (CDOB)	HMHMCC730515	1,738	9,527	7,297	582	19,123	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		134,327	736,954	584,480	43,512	1,212,608	
BHS SUBSTANCE ABUSE FUNDING SOURCES	Accounting Code (Index Code or Detail)						
This row left blank for funding sources not in drop-down list							
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES							
OTHER DPH FUNDING SOURCES	Accounting Code (Index Code or Detail)						
This row left blank for funding sources not in drop-down list							
TOTAL OTHER DPH FUNDING SOURCES							
TOTAL DPH FUNDING SOURCES		134,327	736,954	584,480	43,512	406,216	1,885,489
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							
TOTAL NON-DPH FUNDING SOURCES							
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		134,327	736,954	584,480	43,512	406,216	1,885,489
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)		
DPH Units of Service	81,002	278,096	112,000	10,119	7,435		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.17	\$ 2.65	\$ 5.04	\$ 4.30	\$ 54.84		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.17	\$ 2.65	\$ 5.04	\$ 4.30	\$ 54.84		
Published Rate (Medi-Cal Providers Only)	\$ 3.45	\$ 4.30	\$ 6.10	\$ 5.05	\$ 54.84		
Unduplicated Clients (UDC)							240

Appendix #:	B-4
Page #	2
Based on FY	2018-19
Document Date	05/01/18

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Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide Services for Supportive Housing
Program Code: B011SH

Appendix #: B-4
Page #: 3
Based on FY: 2018-19
Document Date: 05/01/18

Expense Categories & Line Items	TOTAL	SDMC Regular FPP (50%) General Fund MH Adult County WO CDDB HMHMCC730515	Citywide Services for Supportive Housing (CR) General Fund HMHMCC730515	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):	07/01-06/30	07/01-06/30	07/01-06/30				
Rent							
Utilities (telephone, electricity, water, gas)	\$ 5,000	\$ 5,000					
Building Repair/Maintenance							
Occupancy Total:	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 20,000	\$ 20,000	\$ -				
Medical Supplies - gloves, suture kit, gauze, pregnancy test, tox screen, band-aids, alcohol pads, glucometer, gluco-strips etc.	\$ 6,000	\$ 6,000	\$ -				
Photocopying	\$ 1,000	\$ 998					
Program Supplies	\$ -						
Computer Hardware/Software	\$ 11,000	\$ 11,000					
Materials & Supplies Total:	\$ 38,000	\$ 37,998	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,200	\$ 1,200	\$ -				
Insurance (auto)	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 8,000	\$ 8,000					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary))	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data Network Services	\$ 6,230	\$ 4,462	\$ 1,769				
CCDSS - Computing and Communication Device Support Services	\$ 8,364	\$ 5,983	\$ 2,372				
Liability charges	\$ 8,899	\$ 7,061	\$ 1,938				
UCSF Faculty and Staff HR Recharge	\$ 13,924	\$ 10,243	\$ 3,682				
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (incentives)	\$ 37,000	\$ 20,000	\$ 17,000				
Other Total:	\$ 74,508	\$ 47,749	\$ 28,760	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 128,708	\$ 99,947	\$ 26,760	\$ -	\$ -	\$ -	\$ -

Revised 7/1/2015

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117		Appendix # B-5			
Provider Name UC Citywide STOP		Page # 1			
Provider Number 383832		Fiscal Year 2018-19			
		Funding Notification Date 09/01/18			
Program Name	Citywide STOP	Citywide STOP	Citywide STOP	Citywide STOP	
Program Code	38321	38321	38321	38321	
Model/SFC (MH) or Modality (SA)	ODS-91	ODS-92	ODS-93	Supp-02	
Service Description	ODS Group Counseling	ODS Individual Counseling	ODS Case Management	SA- Support Training	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01-08/30	07/01-08/30	07/01-08/30	07/01-08/30	TOTAL
FUNDING USES					
Salaries & Employee Benefits	112,113	37,797	1,573	8,769	159,252
Operating Expenses	3,158	1,064	44	125	4,389
Capital Expenses					
Subtotal Direct Expenses	115,269	38,861	1,617	8,894	162,641
Indirect Expenses	13,832	4,663	194	827	19,517
TOTAL FUNDING USES	129,101	43,524	1,811	7,722	182,158
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code (Index Code or Detail)				
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					
BHS SUBSTANCE ABUSE FUNDING SOURCES	Accounting Code (Index Code or Detail)				
SA FED - DMO FTR, CDA #93.778	HMHSCRES227	31,751	10,704	445	42,900
SA STATE PSR Drug Medi-Cal	HMHSCRES227	17,096	5,784	240	23,100
SA COUNTY - General Fund	HMHSCRES227	78,857	26,518	1,103	114,000
SA COUNTY - General Fund (CDOB)	HMHSCRES227	1,597	638	22	2,155
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		129,101	43,524	1,811	182,158
OTHER DPH FUNDING SOURCES	Accounting Code (Index Code or Detail)				
This row left blank for funding sources not in drop-down list					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES		129,101	43,524	1,811	182,158
NON-DPH FUNDING SOURCES					
This row left blank for funding sources not in drop-down list					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		129,101	43,524	1,811	182,158
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Ros 33 - ODF# of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	
DPH Units of Service	3,512	1,184	48	40	
Unit Type	15 minutes	15 minutes	15 minutes	Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 38.76	\$ 38.76	\$ 37.72	\$ 193.05	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 38.76	\$ 38.76	\$ 37.72	\$ 193.05	
Published Rate (Medi-Cal Providers Only)	\$ 38.76	\$ 38.76	\$ 37.72	N/A	
Unduplicated Clients (UDC)	30	30	20	20	Total UDC 30

Program Name: Citywide STOP
Program Code: 38321

Appendix #:	B-5
Page #	2
Based on FY	2018-19..
Document Date	05/01/18

Revised 7/1/2015

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide STOP
Program Code: 38321

Appendix # B-5

Page # 3

Based on FY 2018-19

Document Date 05/01/18

Expense Categories & Line Items	TOTAL	Federal Drug Medi-Cal (DMC), GFDA #83,778, State Public Safety Realignment (PSR) DMS & County SA General Fund HMHSCRES227	General Fund (GR) HMHSCRES227	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):	07/01-06/30	07/01-06/30	07/01-06/30				
Rent							
Utilities (telephone, electricity, water, gas)							
Building Repair/Maintenance							
Occupancy Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies							
Photocopying							
Program Supplies							
Computer Hardware/Software							
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development							
Insurance (auto)							
Professional License							
Permits							
Equipment Lease & Maintenance							
General Operating Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel							
Out-of-Town Travel							
Field Expenses							
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)							
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medi-Cal Certification							
Data Network Services	\$ 688	\$ 671	\$ 17	\$ -			
CCDSS - Computing and Communication Device Support Services	\$ 922	\$ 899	\$ 23	\$ -			
Liability charges	\$ 932	\$ 881	\$ 41	\$ -			
UCSF Faculty and Staff HR Recharge	\$ 1,846	\$ 1,802	\$ 44	\$ -			
Other Total:	\$ 4,389	\$ 4,263	\$ 125	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 4,389	\$ 4,263	\$ 125	\$ -	\$ -	\$ -	\$ -

Revised 7/1/2015

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MHI)/Contractor Name (SA) 00117		Appendix # B-6		
Provider Name UC Citywide STOP Sobering Center Case Management		Page # 1		
Provider Number 383832		Fiscal Year 2018-19		
		Funding Notification Date 05/01/18		
Program Name	Citywide STOP Sobering Center Case Management	Citywide STOP Sobering Center Case Management	Citywide STOP Sobering Center Case Management	
Program Code	3832SM-ANS	3832SM-ANS	3832SM-ANS	
Mode/SFC (MHI) or Modality (SA)	Anc-68	Nonres-34	Anc-68	
Service Description	SA-Ancillary Svcs Case Mgmt (Excluding SACPA clients)	SA-Nonresidnt ODF Indv	SA-Ancillary Services CM	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01-06/30	07/01-06/30	07/01-06/30	TOTAL
FUNDING USES				
Salaries & Employee Benefits	85,119	7,093	236,491	328,703
Operating Expenses	4,851	407	13,651	18,909
Capital Expenses				
Subtotal Direct Expenses	90,000	7,500	250,052	347,552
Indirect Expenses	10,800	800	30,008	41,708
TOTAL FUNDING USES	100,800	8,400	280,058	389,258
BHS MENTAL HEALTH FUNDING SOURCES				
TOTAL BHS MENTAL HEALTH FUNDING SOURCES				
BHS SUBSTANCE ABUSE FUNDING SOURCES				
SA COUNTY - General Fund	HMTSCRES227	98,341	8,193	273,228
SA COUNTY - General Fund (COOB)	HMTSCRES227	2,459	206	6,830
This row left blank for funding sources not in drop-down list				
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		100,800	8,400	280,058
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES				
TOTAL DPH FUNDING SOURCES		100,800	8,400	280,058
NON-DPH FUNDING SOURCES				
This row left blank for funding sources not in drop-down list				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		100,800	8,400	280,058
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	600	60	1,380	
Unit Type	Staff Hour	Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 168.00	\$ 168.00	\$ 205.83	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 168.00	\$ 168.00	\$ 205.83	
Published Rate (Medi-Cal Providers Only)	N/A	N/A	N/A	Total UDC
Unduplicated Clients (UDC)	10	10	40	40

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Citywide STOP Sobering Center Case Management
Program Code: 3832SM-ANS

Appendix #:	B-6
Page #	2
Based on FY	2018-19
Document Date	05/01/18

[illegible]

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide STOP Sobering Center Case Management
 Program Code: 3832SM-ANS

Appendix #: B-6

Page #: 3

Based on FY: 2018-19

Document Date: 05/01/18

Expense Categories & Line Items	TOTAL	County General Fund HMHSCRES227	Accounting Code 2 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):	07/01-06/30	07/01-06/30					
Rent							
Utilities(telephone, electricity, water, gas)	\$ 1,540	\$ 1,540					
Building Repair/Maintenance							
Occupancy Total:	\$ 1,540	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 600	\$ 600	\$ -				
Photocopying	\$ -						
Program Supplies	\$ -						
Computer Hardware/Software	\$ 3,400	\$ 3,400					
Materials & Supplies Total:	\$ 4,000	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 200	\$ 200	\$ -				
Insurance (auto)	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 1,900	\$ 1,900					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 1,900	\$ 1,900	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data Network Services	\$ 1,637	\$ 1,637					
CCDSS - Computing and Communication Device Support Services	\$ 2,195	\$ 2,195					
Liability charges	\$ 1,915	\$ 1,915					
UCSF Faculty and Staff HR Recharge	\$ 3,462	\$ 3,462					
Client food and miscellaneous expenses; Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (incentives)	\$ 2,000	\$ 2,000					
Other Total:	\$ 11,209	\$ 11,209	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 18,849	\$ 18,849	\$ -	\$ -	\$ -	\$ -	\$ -

Revised 7/1/2015

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 20117						Appendix #	B-7
Provider Name, Citywide Assisted Outpatient Treatment						Page #	1
Provider Number 8817						Fiscal Year	2016-19
						Funding Notification Date	05/01/18
Program Name	Citywide Assisted Outpatient Treatment	Citywide Assisted Outpatient Treatment	Citywide Assisted Outpatient Treatment	Citywide Assisted Outpatient Treatment			
Program Code	8811AO	8811AO	8811AO	8811AO			
Mode/SFC (MH) or Modality (SA)	15/01-08	15/10-07, 09	15/00-09	16/70-79			
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention			
Funding Term (mm/dd/yyyy - mm/dd/yyyy)	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30			TOTAL
FUNDING USES							
Salaries & Employee Benefits	77,408	110,082	88,807	123,853			380,150
Operating Expenses	8,140	11,578	7,236	13,024			39,976
Capital Expenses							
Subtotal Direct Expenses	85,548	121,660	96,043	136,877			420,135
Indirect Expenses	10,266	14,600	8,125	16,425			50,416
TOTAL FUNDING USES	95,814	136,260	104,168	153,302			470,551
BHS MENTAL HEALTH FUNDING SOURCES							
MH MHSA (CSS)	HMHPROP83	95,814	136,260	104,168	153,302		470,551
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		95,814	136,260	104,168	153,302		470,551
BHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES							
OTHER DPH FUNDING SOURCES							
TOTAL OTHER DPH FUNDING SOURCES							
TOTAL DPH FUNDING SOURCES		95,814	136,260	104,168	153,302		470,551
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES							
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		95,814	136,260	104,168	153,302		470,551
BHS UNITS OF SERVICE AND UNIT COSTS							
Number of Beds Purchased (if applicable)							
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Payment Method							
DPH Units of Service							
Unit Type							
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 14.97	\$ 34.07	\$ 11.83	\$ 34.07			
Cost Per Unit - Contract Rate (DPH & NON-DPH FUNDING SOURCES)	\$ 14.97	\$ 34.07	\$ 11.83	\$ 34.07			
Published Rate (Medi-Cal Providers Only)	\$ 14.97	\$ 34.07	\$ 11.83	\$ 34.07			
Unduplicated Clients (UDC)							25

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Citywide Assisted Outpatient Treatment
Program Code: 8811AO

Appendix #:	B-7
Page #	2
Based on FY	2018-19
Document Date	05/01/18

[illegible]

Appendix B - DPH-4: Operating Expenses Detail

Program Name: Citywide Assisted Outpatient Treatment
 Program Code: 8911AO

Appendix # 8-7
 Page # 3

Based on FY 2018-19

Document Date 05/31/18

Expense Categories & Line Items	TOTAL	MH/MHSA (CSS) HMMHP/OPSS PMHS63-1805	Accounting Code 2 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):	07/01-06/30	07/01-06/30					
Rent							
Utilities (telephone, electricity, water, gas)	\$ 2,000	\$ 2,000					
Building Repair/Maintenance							
Occupancy Total:	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 3,000	\$ 3,000	\$ -				
Photocopying	\$ -						
Program Supplies	\$ -						
Computer Hardware/Software	\$ 2,400	\$ 2,400					
Materials & Supplies Total:	\$ 5,400	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 300	\$ 300	\$ -				
Insurance (auto)	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 300	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 3,500	\$ 3,500					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/ Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data Network Services	\$ 1,690	\$ 1,690					
CCDSS - Computing and Communication Device Support Services	\$ 2,266	\$ 2,266					
Liability charges	\$ 2,193	\$ 2,193					
UCSF Faculty and Staff HR Recharge	\$ 3,627	\$ 3,627					
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (incentives)	\$ 19,000	\$ 19,000					
Other Total:	\$ 28,775	\$ 28,775	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 39,975	\$ 39,975	\$ -	\$ -	\$ -	\$ -	\$ -

Revised 7/1/2015

Contractor Name: (Regents of) UC San Francisco	Page #	5
Contract CMS #: 0	Based on FY	2018-19
	Document Date	5/1/18

[illegible]

Employee Fringe Benefits:	\$	-
Total Salaries and Benefits:	\$	-

[illegible]

89114	\$	105,806
8911NO	\$	23,927
8911RT	\$	102,166
8911SH	\$	202,017
38321	\$	19,517
TBD	\$	41,706
8911AO	\$	50,416

Total Indirect from DPH 1: \$ 545,555

Appendix C
Reserved

**Appendix D
Additional Terms**

1. HIPAA

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor falls within the following definition under the HIPAA regulations:

- ☒ A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- ☐ A Business Associate subject to the terms set forth in Appendix E;
- ☐ Not Applicable, Contractor will not have access to Protected Health Information.

2. THIRD-PARTY BENEFICIARIES

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

3. CERTIFICATION REGARDING LOBBYING

Contractor certifies to the best of its knowledge and belief that:

A. 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.

B. 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 the appropriate Federal form, in accordance with the form's instructions..

C. 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.

D. 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.

4. MATERIALS REVIEW

Except for production or distribution pursuant to a valid Public Records Act request, Contractor agrees that all materials, including print, audio, video, and electronic materials, developed, produced, or distributed in accordance with Appendix A and with funding under this Agreement shall be subject to a thirty (30) working day review and approval by the Contract Administrator prior to such production, development or distribution. A failure by the City to notify Contractor of objections to the materials within said thirty- (30) working day period shall be deemed approval of the materials.

5. CALIFORNIA STATE ENTITY

Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 8, 23, 36, 38, 42, 46, 57, and 59 of this Agreement are enforceable only to the extent such provisions are applicable to a California state entity and constitutional corporation and are required by applicable law.

Appendix E
Omitted By Agreement of the Parties

Appendix F
Invoice

Appendix G

SUBSTANCE USE DISORDER SERVICES

such as

Drug Medi-Cal,

Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,

Primary Prevention or

State Funded Services

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

Reference Documents

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

Page | 1

Original Agreement, Contract ID# 1000010136
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM
July 1, 2018

Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual

http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx

Document 3S CalOMS Treatment Data Compliance Standards

Page | 3

Original Agreement, Contract ID# 1000010136
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM
July 1, 2018

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:

I. Subcontractor Documentation

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to,

all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

5. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

II Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures

consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

K) Medi-Cal Eligibility Verification

<http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), providers that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

IV Provider's Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

V Breaches and Security Incidents

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department**

(1) To notify the Department immediately by telephone call or email or fax upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department within 24 hours (one hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. Investigation and Investigation Report.

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. Complete Report.

To provide a complete report of the Investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will

review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. Responsibility for Reporting of Breaches

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

e. Responsibility for Notification of Affected Individuals

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. Department Contact Information

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

VI Additional Provisions

A. Additional Intergovernmental Agreement Restrictions

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

B. Nullification of DMC Treatment Program SUD services (if applicable)

Page | 9

Original Agreement, Contract ID# 1000010136

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM

Appendix G

July 1, 2018

The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.

In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

C. Hatch Act

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1) Trading Partner Requirements

a) No Charges. Provider hereby agrees that for the personal health Information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2) Concurrence for Test Modifications to HHS Transaction Standards

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

3) Adequate Testing

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4) Deficiencies

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5) Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

6) Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

L. Intravenous Drug Use (IVDU) Treatment

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

M. Tuberculosis Treatment

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,

3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.

1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

5. Nondiscrimination in Employment and Services

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

T. Federal Law Requirements:

1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

5) Age Discrimination in Employment Act (29 CFR Part 1625).

6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

U. State Law Requirements:

1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

V. Investigations and Confidentiality of Administrative Actions

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

X. Subcontract Provisions

Page | 15

Original Agreement, Contract ID# 1000010136
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM
July 1, 2018

Provider shall include all of the foregoing provisions in all of its subcontracts.

Y. Conditions for Federal Financial Participation

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(b)(8); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

Providers shall include the following requirements in their subcontracts with providers:

1) **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services must be available for beneficiaries, as needed.

2) **Medication Assisted Treatment:** Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

3) **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:

a) **Motivational Interviewing:** A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

b) **Cognitive-Behavioral Therapy:** Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

Page | 16

Original Agreement, Contract ID# 1000010136
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM
July 1, 2018

CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 12, 2017

PRODUCER/INSURED

The Regents of the University of California
Office of Risk Services
1111 Franklin St., 10th Floor
Oakland, CA 94607-5200
510-987-9832

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or alter the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

ENTITIES AFFORDING COVERAGE

COMPANY LETTER A The Regents of the University of California	PARTICIPATION 100 %

COVERAGES

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	Self-Insured	July 1, 2017	June 30, 2018	GENERAL AGGREGATE	\$ Not applicable
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 5,000,000
	☐ CLAIMS MADE ☒ OCCURRENCE				PERSONAL & ADV INJURY	\$ 5,000,000
	☐				CONTRACTUAL LIABILITY	\$ 5,000,000
	☐				EACH OCCURRENCE	\$ 5,000,000
A	AUTOMOBILE LIABILITY	Self-Insured	July 1, 2017	June 30, 2018	COMBINED SINGLE LIMIT	\$ Not applicable
	☐ ANY AUTO				BODILY INJURY (PER PERSON)	\$ 5,000,000
	☒ ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$ 5,000,000
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$ 5,000,000
	☒ HIRED AUTOS					
A	☒ NON-OWNED AUTOS	Self-Insured	July 1, 2017	June 30, 2018	EACH OCCURRENCE	\$ 7,500,000
	☐ GARAGE LIABILITY				AGGREGATE	\$ Not applicable
A	PROPERTY	Self-Insured	July 1, 2017	June 30, 2018	STATUTORY LIMITS	
	☒ FIRE & EXTENDED PERILS				EACH ACCIDENT	\$ As required by California Law
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured	July 1, 2017	June 30, 2018	DISEASE - POLICY LIMIT	\$ As required by California Law
					DISEASE - EACH EMPLOYEE	\$ As required by California Law
						\$ As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL COVERED PARTY - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE

CERTIFICATE HOLDER

APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

CANCELLATION

SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By:

Cheryl A. Lloyd

CHERYL A. LLOYD, CHIEF RISK OFFICER



S <grovestand2012@gmail.com>

**SOTF Request for Malloy DHR Appeal to Supervisor of Records 11-15-19 Fwd:
Records Request Immediate Disclosure**

2 messages

grovestand2012@gmail.com <grovestand2012@gmail.com>

Fri, Nov 15, 2019 at 1:56 AM

To: DHR PublicRecords <DHR.PublicRecords@sfgov.org>, SOTF <sotf@sfgov.org>, grovestand2012@gmail.com

Bcc: crossland.milton@dol.gov, jeffrey.pierce@sfgov.org, mcguirelettie@gmail.com, MATTHEW.OGLANDER@sfgov.org, tonigeorgewalcott@gmail.com, thomas.mcclain@sfgov.org, malloy_fpr@yahoo.com

Mr. Voong of Dept. Human Resources Custodian:

A. If I am citing the following two CA Codes you called into administration correctly, these represent your reasoning to exempt my records and to keep the people's record by their public officials secret.

1. CA Statuette 6254(k):

"Any record which is privileged under other law is exempt from disclosure under Section 6254(k) of the Public Records Act. Thus, all the Evidence Code privileges for attorney-client communications, communications between a patient and physician, etc. are also exempt from disclosure under the Public Records Act."

2. You also cite Cal. Gov. Code §6254(p)(2):

"Records of local agencies related to activities governed by Chapter 10 (commencing with Section 3500) of Division 4, that reveal a local agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy, or that provide instruction, advice, or training to employees who do not have full collective bargaining and representation rights under that chapter.

This paragraph shall not be construed to limit the disclosure duties of a local agency with respect to any other records relating to the activities governed by the employee relations act referred to in this paragraph."

B. I respectfully disagree. The Sunshine Ordinance is clear re: your contention to exempt the people's record of what the following DPH & DHR Leaders conducted:

- DPH Dir. Greg Wagner
- From: Callahan, Micki (HRD)

Sent: Wednesday, January 02, 2019 10:23 AM

To: Gard, Susan (HRD);

Howard, Kate (HRD)

Cc: Buick, Jeanne (HRD);

Luong, Susanna (HRD);

Simon, Linda (HRD)

I charge those officials and more I may not know about, as you redacted the records, conspired and colluded unlawfully in violation of City EEO & Sexual Harassment Laws that were denied as my equal rights.

I remind you Mr. Voong, that Per the City EEO & Sexual Harassment Policy:

EEO Policy

<https://sfdhr.org/equal-employment-opportunity-policy>

Discriminating against, or harassing City and County of San Francisco (City) employees, applicants, or persons providing services to the City by contract, including supervisory and non-supervisory employees, because of their sex, race, age, color...physical disability, mental disability, sexual orientation, gender, gender identity, gender expression, military and veteran status, or other protected category under the law is prohibited and unlawful.

Sexual Harassment Policy

<https://sfdhr.org/sexual-harassment-policy>

(3) It is further the policy of the City and County of San Francisco to take reasonable steps, in accord with State and federal laws, to provide its employees with a workplace free of sexual harassment by non-employees, including, but not limited to: contractors and subcontractors of the City and County of San Francisco...

(2) Examples of behavior which may, in accord with State and federal laws, constitute sexual harassment, include; but are not limited to, the following:

(B) Verbal conduct which is sexual in nature and unwelcome, e.g., epithets, jokes, comments ...

(C) Nonverbal behavior which is sexual in nature and unwelcome, e.g., staring, leering, lewd gestures;

Examples of retaliation may, in accord with State and federal laws, include, but are not limited to, the following:

...(B) Ignoring the complainant or witness;

(C) Spreading rumors and innuendoes about the complainant or witness...

(E) Sabotaging of tools, materials or work of the complainant or witness; and

P1656

I charge that your redactions are a cover Mr. Voong and not a lawful exercise under CA Code.

Your actions demonstrate that when the above named Public City Officials were confronted by me, that those primarily straight-civilian-privileged and powerful white men and women utilized their public power and influence to not only wrong and damage the People's Patient Navigator Stephen Malloy but deny other Black/Brown, LGBTQI and Protected Veterans their equal rights and protections too.

The officials did this in secret, because I disclosed the protected discrimination reports that you read in your records release. Protected Disclosures where I – repeatedly – tried to get those City leaders to give relief & remedy to Black, Gay and Female workers who were being abused and discriminated against in a hostile work environment.

I charge you are not redacting Mr. Voong, you are covering for illegal and official misconduct by those City Officials who ignored the people's law and rights afforded to us workers. I compel you not to hold secrets of illegal activity by public officials that demonstrates their violation of policy and law. I compel you not to hold the secrets, of what your redactions infer from my vantage point, of the people's right to know.

You are holding the secrets of those public officials and that wrong-doing is not allowed to be withheld from the people in secret Mr. Voong.

You are therefore covering for reprisal against the People's Patient Navigator Stephen a Malloy and tampering-pilfering-and willfully obscuring official, willful and outrageous misconduct by your failure to release the full records sir.

1. Your first contention of attorney-client privilege under CA Statuette 6254(k) fails.
2. I am not involved in any litigation with the City sir. And, at the time of the email on or about 1-2-18 there was no contact with the City Attorney.
3. Therefore under the Sunshine Ordinance per Section 67.24(b) Mr. Voong, I request that as the people's custodian you release the redacted records:

“(b) Litigation Material.

*(1) Notwithstanding any exemptions otherwise provided by law, the following are **public records subject to disclosure** under this Ordinance:*

*(i) A **pre-litigation** claim against the City;*

<https://mail.google.com/mail/u/0?ik=51797a9795&view=pt&search=all&permthid=thread-f%3A1650261293047141005&simpl=msg-f%3A1650261293...> 3/19

(f) *The people of San Francisco enact these amendments to assure that the people of the City remain in control of the government they have created...*"

D. Mr. Voong, per my above citations, I therefore do not except your contention that the people's business of City DHR Officials concerning its lone Patient Navigator Stephen Malloy, who was merely in an entry level position, is so rare and narrowly defined that it remain secret.

P1658

(F) Withholding work-related information from the complainant or witness...

I was to be afforded these equal rights and protections that were stripped from me by these leaders, because I was the People's Patient Navigator and their only Black, Gay, Senior, Disabled Veteran serving in that capacity for the City.

12/10/2019

Gmail - SOTF Request for Malloy DHR Appeal to Supervisor of Records 11-15-19 Fwd: Records Request Immediate Disclosure

*(ii) A record previously received or created by a department in the ordinary course of business that **was not attorney/client privileged when it was previously received or created;***

4. The ordinance is clear, the communications that were redacted are from January 2, 2019. They were not attorney/client privileged when they were created, therefore I compel you as the people's custodian to not keep them secret and release them to the public.

C. Your 2d contention invoked Cal. Gov. Code §6254(p)(2). This also fails under the Sunshine Ordinance sir.

1. Per 67.24 Public Information Must be Disclosed:

"(c) Personnel Information. None of the following shall be exempt from disclosure under Government Code Section 6254, subdivision (c), or any other provision of California Law where disclosure is not forbidden..."

(7) The record of any confirmed misconduct of a public employee involving personal dishonesty, misappropriation of public funds, resources or benefits, unlawful discrimination against another on the basis of status, abuse of authority, or violence, and of any discipline imposed for such misconduct."

2. 67.27 Justification of Withholding:

*"...(d) When a record being requested contains information, most of which is exempt from disclosure under the California Public Records Act and this Article, the **custodian shall inform the requester of the nature and extent** of the nonexempt information and **suggest alternative sources for the information requested**, if available."*

3. 67.1 Findings and Purpose

*"...(d) The right of the people to know what their government and those acting on behalf of their government are doing is fundamental to democracy, and with very few exceptions, that right supersedes any other policy interest government officials may use to prevent public access to information. Only in **rare** and unusual circumstances does the public benefit from allowing the business of government to be conducted in secret, and those circumstances should be carefully and **narrowly defined** to prevent public officials from **abusing their authority**."*

(e) Public officials who attempt to conduct the public's business in secret should be held accountable for their actions. Only a strong Open Government and Sunshine Ordinance, enforced by a strong Sunshine Ordinance Task Force, can

E. I also do not except that there are no more records than a few emails in January 2, 2019. Where are the emails and records from Feb., March, April...thru Present Day as I requested Mr. Voong?

1. Furthermore, I charge that the redactions are not in compliance with the People's Business as outlined 62.27.

2. In fact, I charge that the City DPH & HR Officials of the responsive emails I can see in your release, in concert with City Attorney Herrera and Jonathan Yank, are engaging in official misconduct.

3. Per SEC. 67.34. WILLFUL FAILURE SHALL BE OFFICIAL MISCONDUCT.

"The willful failure of any elected official, department head, or other managerial city employee to discharge any duties imposed by the Sunshine Ordinance, the Brown Act or the Public Records Act shall be deemed official misconduct. Complaints involving allegations of willful violations of this ordinance, the Brown Act or the Public Records Act by elected officials or department heads of the City and County of San Francisco shall be handled by the Ethics Commission."

4. As the custodian of DHR Mr. Voong, I believe the officials named and others I do not know of who are working with you on the secret redactions, are in fact tampering and pilfering though the people's public record concerning their Patient Navigator Stephen Malloy who exposes discrimination, abuse and misconduct in a series of protected disclosures that said officials have failed to ensure relief and remedy as required by their official positions.

F. I therefore request thru SOTF an Administrative Appeal to the "Supervisor of Records" of your decision to withhold some of the people's records concerning Stephen Malloy from them, in secret. Per 67.21 of the ordinance:

"(d) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b), the person making the request may petition the supervisor of records for a determination whether the record requested is public. The supervisor of records shall inform the petitioner, as soon as possible and within 10 days, of its determination whether the record requested, or any part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing.

Upon the determination by the supervisor of records that the record is public, the supervisor of records shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the supervisor of records shall notify the district attorney or the attorney general who shall take whatever measures she or he deems necessary and appropriate to insure compliance with the provisions of this ordinance. "

SOTF Ms. Leger,

May I know that my Appeal to the Supervisor of Records is being forwarded and actionable?

Thank you,

Stephen Malloy

Grovestand2012@Gmail.Com

310-428-7005

Begin forwarded message:

From: "PublicRecords, DHR (HRD)" <dhr.publicrecords@sfgov.org>
Date: November 14, 2019 at 3:48:14 PM PST
To: "grovestand2012@gmail.com" <grovestand2012@gmail.com>
Cc: "PublicRecords, DHR (HRD)" <dhr.publicrecords@sfgov.org>, "Buick, Jeanne (HRD)" <jeanne.buick@sfgov.org>
Subject: RE: Records Request Immediate Disclosure

Dear Mr. Malloy,

I write in response to your email received by the Department of Human Resources (DHR) on November 5, 2019. After conducting a reasonable and diligent search, DHR has found records responsive to your request. Please see attached for the redacted records. DHR bases the redactions under Cal. Gov. Code § 6254(k) and Cal. Gov. Code §6254(p)(2) and has redacted the identifying information in the attached records.

Thanks,

Henry Voong, Classification and Compensation Department
of Human Resources

One South Van Ness Ave., 4th Floor

San Francisco, CA 94103

Phone: (415) 557-4802

Website: www.sfdhr.org

Connecting People with Purpose

From: grovestand2012@gmail.com [mailto:grovestand2012@gmail.com]

Sent: Thursday, November 07, 2019 4:20 PM

To: PublicRecords, DHR (HRD)

Subject: Re: Records Request Immediate Disclosure

Welcome and Thank you.

On Nov 7, 2019, at 3:48 PM, PublicRecords, DHR (HRD) <dhr.publicrecords@sfgov.org> wrote:

Thank you for the clarification Mr. Malloy.

As this request is not a "simple, routine, or otherwise readily answerable request." S.F. Admin. Code § 67.25(a), DHR will apply the standard timelines for responding to a request. Under the standard timeline, the response will be due in 10 calendar days, or not later than November 15, 2019.

I would also suggest contacting DPH's Public Records <https://www.sfdph.org/dph/comupg/records/reqPublRecs/default.asp>, since most of the individuals listed in your email are employed at DPH and they may have responsive records as well.

Thanks,

<image001.png>

Henry Voong, Classification and Compensation Department
of Human Resources

One South Van Ness Ave., 4th Floor

San Francisco, CA 94103

Phone: (415) 557-4802

Website: www.sfdhr.org

Connecting People with Purpose

From: grovestand2012@gmail.com [mailto:grovestand2012@gmail.com]

Sent: Thursday, November 07, 2019 11:27 AM

To: PublicRecords, DHR (HRD)

Subject: Re: Records Request Immediate Disclosure

Thank you Mr. Voong.

Please see below notes per your request...

On Nov 7, 2019, at 8:01 AM, PublicRecords, DHR (HRD) <dhr.publicrecords@sfgov.org> wrote:

Mr. Malloy,

Any additional information you can provide would aid in the search for records. For instance, are you a current or past City and County of San Francisco employee?

Yes. I was the City's Independent Contractor effective April 2018.

I communicated daily/extensively with City Personnel.

Starting in September 2018 DHR communicated a number of records about "Stephen Malloy," which involved the following City (DHR included) staff:

a. Hallie Albert

b. Dr. Kavos Bassiri

c. Roxana Costello

d. Dr. Kelly Eagen

e. Dr. Hali Hammer

f. Anna Robert

g. Alice Moughamian

P1664

h. Maggie Rykowski

i. Rhonda Simmons

j. Ron Weigelt

k. Micki Callahan

l. Susan Gard

m. Jonathan Yank

n. Greg Wagner

o. Roland Pickens

p. Dolores Sanchez

q. Theresa Ludwig

r. Veronica Vien

I am unable to find the name "Stephen Malloy" in our system. Perhaps, there was another name or alias?

Records may also exist in different areas/departments/divisions etc., so if you were able to further define the records you are searching for, it would help with the search.

DHR Micki Callahan, has communication on Stephen Malloy

DHR Susan Gard, has communication on Stephen Malloy

Thanks,

<image001.png>

Henry Voong, Classification and Compensation
Department of Human Resources

One South Van Ness Ave., 4th Floor

San Francisco, CA 94103

Phone: (415) 557-4802

Website: www.sfdhr.org

Connecting People with Purpose

From: grovestand2012@gmail.com [mailto:grovestand2012@gmail.com]

Sent: Wednesday, November 06, 2019 4:40 PM

To: PublicRecords, DHR (HRD)

Subject: Re: Records Request Immediate Disclosure

Hi Mr. Vong,

No I can't narrow it for you.

I know that a myriad of DHR Personnel have communicated in records concerning me, thus the request as is please.

Thank you,

Stephen Malloy

On Nov 6, 2019, at 3:07 PM, PublicRecords, DHR (HRD)
<dhr.publicrecords@sfgov.org> wrote:

Good afternoon Mr. Malloy,

Would you be able to narrow the scope of your request? Are there any specific areas that you are requesting e.g., Worker's Compensation, Recruitment, **P1606**

Thanks,

<image001.png>

Henry Voong, Classification and
Compensation Department of Human
Resources

One South Van Ness Ave., 4th Floor

San Francisco, CA 94103

Phone: (415) 557-4802

Website: www.sfdhr.org

Connecting People with Purpose

From: grovestand2012@gmail.com
[mailto:grovestand2012@gmail.com]

Sent: Tuesday, November 05, 2019 11:07 PM

To: PublicRecords, DHR (HRD)

Subject: Records Request Immediate Disclosure

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

I am requesting with Immediate Disclosure all DHR records
concerning Stephen Malloy.

* Note:

I want to see the records. Please call or email me when the records are
ready for viewing. Do not make copies on my behalf. I will review the
documents first and then indicate those documents I wish copied.]

Thank you,

P1667

310-428-7005

image001.png

16K

239K

338K

302K

Fri, Nov 15, 2019 at 2:10 AM

Bcc: grovestand2012@gmail.com

12/10/2019

Gmail - SOTF Request for Malloy DHR Appeal to Supervisor of Records 11-15-19 Fwd: Records Request Immediate Disclosure

From: "grovestand2012@gmail.com" <grovestand2012@gmail.com>
Date: November 15, 2019 at 1:56:50 AM PST
To: DHR PublicRecords <DHR.PublicRecords@sfgov.org>, SOTF <sotf@sfgov.org>, grovestand2012@gmail.com
Subject: SOTF Request for Malloy DHR Appeal to Supervisor of Records 11-15-19 Fwd: Records Request Immediate Disclosure

[Quoted text hidden]

Henry Voong, Classification and Compensation Department
of Human Resources

One South Van Ness Ave., 4th Floor

San Francisco, CA 94103

Phone: (415) 557-4802

Website: www.sfdhr.org

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I would also suggest contacting DPH's Public Records
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Connecting People with Purpose

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Department of Human Resources

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- f. Anna Robert
- g. Alice Moughamian
- h. Maggie Rykowski
- i. Rhonda Simmons
- j. Ron Weigelt
- k. Micki Callahan
- l. Susan Gard
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- n. Greg Wagner
- o. Roland Pickens
- p. Dolores Sanchez

q. Theresa Ludwig

r. Veronica Vien

I am unable to find the name "Stephen Malloy" in our system.
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DHR Micki Callahan, has communication on Stephen Malloy

DHR Susan Gard, has communication on Stephen Malloy

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<image001.png>

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San Francisco, CA 94103

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Website: www.sfdhr.org

Connecting People with Purpose

From: grovestand2012@gmail.com
[mailto:grovestand2012@gmail.com]
Sent: Wednesday, November 06, 2019 4:40 PM
To: PublicRecords, DHR (HRD)
Subject: Re: Records Request Immediate Disclosure

Hi Mr. Vong,

P1672

12/10/2019

Gmail - SOTF Request for Malloy DHR Appeal to Supervisor of Records 11-15-19 Fwd: Records Request Immediate Disclosure

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Thank you,

Stephen Malloy

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Thanks,

<image001.png>

Henry Voong,
Classification and
Compensation Department
of Human Resources

One South Van Ness Ave., 4th
Floor

San Francisco, CA 94103

Phone: (415) 557-4802

Website: www.sfdhr.org

Connecting People with
Purpose

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[mailto:grovestand2012@gmail.com]

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* Note:

I want to see the records. Please call or email me when the records are ready for viewing. Do not make copies on my behalf. I will review the documents first and then indicate those documents I wish copied.

Thank you,

Stephen Malloy
310-428-7005

4 attachments



image001.png
16K



Malloy Information Request 1.pdf
239K



Malloy Information Request 2.pdf
338K

P1674

12/10/2019

Gmail - SOTF Request for Malloy DHR Appeal to Supervisor of Records 11-15-19 Fwd: Records Request Immediate Disclosure



Malloy Information Request 3.pdf

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[REDACTED]

[REDACTED]

From: Wagner, Greg (DPH)

Sent: Wednesday, January 2, 2019 11:44 AM

To: Weigelt, Ron (DPH) <ron.weigelt@sfdph.org>; Rykowski, Maggie (DPH)

<maggie.rykowski@sfdph.org>

Subject: FW: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18.

From: sg m <grovestand2012@gmail.com>
Sent: Monday, December 31, 2018 8:36 PM
To: Oglander, Matthew (HRC) <matthew.oglander@sfgov.org>
Cc: Melara, Francisco - OFCCP <melara.francisco@dol.gov>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; Wagner, Greg (DPH) <greg.wagner@sfdph.org>; Gard, Susan (HRD) <susan.gard@sfgov.org>; rodriguez.luis@dol.gov; Brian, Alldredge (UCSF) <Brian.Alldredge@ucsf.edu>; Willoughby, Tanisha <Tanisha.Willoughby@ucsf.edu>; Sacramento, Nyoki <Nyoki.Sacramento@ucsf.edu>; stephen grove <grovestand2012@gmail.com>
Subject: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18.

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

Hi Matt,

This is a similar report to the one I provided earlier, except it focuses on the Dept. of Public Health Respondents. I am including the attachment showing how my contract relationship is established with the Dept. of Public Health all the way back to Nov. 2017 when they began recruiting me as a protected veteran for the Patient Navigator job.

I've added Directors Callahan, Gard and Wagner to my respondent list. I believe that Directors Callahan, Gard & Wagner's choice to ignore my request to them since Dec. 17th, when I personally walked my complaint into the Department and had it date stamped by the receptionist, is another indication that the discrimination and retaliation I've suffered is continuing post termination.

This will be one of the items I want to discuss with Director Davis when we meet to discuss a suspension during investigation and then debarment based on findings of

their contract with UCSF Citywide, all based on the facts I've presented to you in the below email of their breach of fiduciary duty.

Directors Callahan, Gard and Wagner are not above the law. They authorized their own EEO Manager Hallie B. Albert to come over to my work site and threaten, intimidate, harass and discriminate against me. They authorized those four primarily straight, white, women to personally attack and retaliate against me for my multiple discrimination complaints/reports. It was EEO Albert (straight, white), HR Revore (straight, white), Supervisor Gruber (straight, white) and Dir. Moughamian (straight, white mix). We know that to be true and a fact, as UCSF Senior Counsel Kate Mente provided us with that exact cause. See below 10/3 EEO Attachment.

It should be noted, they allowed me no protection or safety, denied me my rights, and engaged me with all the power and control that they were vested in by the City of San Francisco as DPH and the State of CA as UCSF.

Directors Callahan, Gard and Wagner are responsible for my fraudulent termination. They gave the approval for City EEO Manager Albert to retaliate and attack me with reckless indifference in my 10/3 meeting with the respondents. I'm attaching that document too.

I'll look forward to meeting with you next week, when you gain some time on your calendar please. Thank you.

Stephen Malloy

On 4/2/18 DPH MRSC Respondents: Charge Nurse Megan Kennel, Dir. Alice Moughamian, & Dr. Kelly Eagen, hired Malloy as their Contract Patient Navigator through UCSF Citywide. The respondents had participated equally with their contractor in the hiring process, as Malloy would be working under their supervision and management too at MRSC aka Sobering Center: See Veteran Hire Attachment.

On 8/1/18 the respondents suggested, agreed to and signed off on Malloy's promotion to full-time as their Contract Patient Navigator based upon his excellent work. UCSF HR maintains the files of all interview notes and approvals at the contract agreement requires for both Malloy's hire and promotion.

On 8/17, 9/6, 9/27, and multiple other occasions through the month of September the respondents were informed by Malloy in his reports, complaints and conversations with them of protected activity based on discrimination.

The discrimination, harassment and verbal/physical abuse was based on Malloy's own experience and that of DPH MRSC nurses and staff who reported to him and asked for assistance in stopping the sex, race/color, sexual orientation, age, gender, protected veteran status, and 4 distinct instances of harmful client clinical practice.

On 9/27 from 7:30-9:30pm, a conversation of concerted activity concerning discrimination between DPH MRSC Nurse Sanchez, Ali, Casey, Asst. Tonya +2 took place. Nurse Sanchez initiated the conversation by asking Malloy a number of race, cultural and discrimination questions after his discrimination meeting with Supervisor Gruber.

All Respondents listed here:

DPH Nurse Sanchez, and Charge Nurse Megan Kennel initiated a reverse discrimination and harassment charge against Malloy with their fellow respondents: DPH EEO Manager Hallie B. Albert, Dir. Alice Moughamian, Dr. Kelly Eagen & UCSF Valerie Gruber, Fumi Mitsuishi and Connie Revore after the 9/27 7:30pm mtg.

They did not inform Malloy of this illegal and fraudulent investigation they started on the evening of 9/27 until 10/2 at 9am. The respondents did this because they are the management team and knew that Malloy was to receive his permanent job award on 10/2 after successfully completing his probation.

By nefariously waiting until 10/2 they were able to execute Malloy with an administrative lynching due to their malice, animus and reckless indifference against him by engaging in willful misconduct that was negligent, breached their fiduciary contract duty, discriminated, harassed, retaliated and violated numerous policies, laws and VEVRAA rights of Malloy.

My probationary release was a fraud and required coordinated efforts across city and state contracts/respondents to execute Malloy. I filed a complaint with Dir. Micki Callahan and Susan Gard on 12/17, it also includes a sexual harassment complaint. I have received not one call or follow-up.

The continuing discrimination and retaliatory actions, to include silence/no communication, by my respondents and their leadership; leads me to believe that top managers within the City County of San Francisco (CCSF) authorized the fraud and retaliation against me. Therefore, I am now including CCSF Dir. of Human Resources Micki Callahan and Susan Gard, as well as Dir. of Public Health Greg Wagner as respondents. In order for Dr. Mitsuishi who runs Citywide and Dr. Eagen who runs MRSC to agree to this wrongful termination, it meant they had to have a coordinated agreement to allow the City of San Francisco, to utilize their EEO Manager in Hallie B. Albert to effect it. That would have required Directors Callahan, Gard and Wagner to execute per policy. Therefore, they are complicit in my fraudulent termination and responsible for the actions of their DPH MRSC and HR respondents. I am disgusted to say the least. I am seeking max penalties against all respondents and termination.

Client Policy Fail/Fraud:

DPH Client Behavior Policy & Corrective Measures

<https://www.sfdph.org/dph/files/CBHSPolProcMnl/1-3-09-03-BHS-Policy-Client-Violence-in-Adult-and-Older-Adult-Programs.pdf>

UCSF Client Behavior Policy

<https://safety.ucsf.edu/workplace-violence-prevention>

1. Respondents retaliated by engaging in false statements, omissions, and misrepresentation of material facts in manufacturing a fraudulent probationary release.
2. Respondents did not comply with client behavior policy and corrective measures.
3. Respondents did not protect their own DPH Staff nor Malloy their contractor from discrimination and violated our rights to be free of workplace abuse, discrimination, retaliation, harassment and my VEVRAA right.

Probationary Policy Fail/Fraud:

<https://www.ucop.edu/local-human-resources/files/policies/ppsm/ppsm22.pdf>
<https://policy.ucop.edu/doc/4010396/PPSM-22>

1. Respondents retaliated by engaging in false statements, omissions, and misrepresentation of material facts in manufacturing a fraudulent probationary release.

2. VII. Extending The Probationary Period: "...The probationary employee shall be informed in writing by his or her immediate supervisor the reason for, and the period of, any extension of probationary status at least seven (7) calendar days prior to the extension of the original effective date."

A. I was not notified 7 days in advance. I was notified 10/2 and fired 10/10.

B. *I purposefully was not told that I had been extended. The respondents started investigating me Thursday evening 9/27 to Tuesday Oct. 2. The respondents willfully engaged in negligent and fraudulent conduct by choosing to omit and misrepresent that fact. They did not notify me until 10/2.*

C. That omission was willful misconduct to effect a fraudulent probationary release, as the award of my **permanent** status at UCSF was **10/2**.

D. The extension letter did not comply with policy. **No reason was stated**. See Extension 10/2 & 10/10 Attachment. *They maintained a false and fraudulent investigation that was not disclosed or defined to me until 10/3.*

E. Proof of this is the next day on 10/3, the respondents retaliated again with a reverse discrimination and harassment charge leveled by DPH City EEO Manager Hallie B. Albert, Dir. Moughamian, HR & Air Force Commander Revore, and Supervisor Gruber. See my 10/3 Albert Attachment.

3. VI. PROBATIONARY PERIOD APPRAISAL **FAIL**: "An employee serving a probationary period should receive a written performance appraisal conducted by his or her immediate supervisor approximately thirty (30) calendar days prior to the completion of his or her probationary period."

A. No review was given by Supervisor Gruber. My personnel is clean. I have no adverse actions in 2.5 years of working at UCSF. I am a model employee who works hard and cares about my clients.

UC/UCSF Policy Fail/Fraud:

<https://policy.ucop.edu/doc/4000376/DiscHarassAffirmAction>

<https://www.ucop.edu/academic-personnel-programs/files/apm/apm-035.pdf>

*Protected Classes: Race/Color, age, protected veteran/VEVRAA, sex, Cis-Gender-Expression-Identity & sexual orientation.

1. Respondents stole my rights, job and retaliated against me for filing complaints/reports of protected activity.

2. They failed to follow all policy sections: *Discrimination, Harassment, Employment Practices, Sexual Harassment, Retaliation, Complaints, Affirmative Action, Pay, Policy Compliance, Policy Noncompliance (I'm still being attacked! No Integrity. No Confidentiality.), Procedures & Complaint Process.

3. Respondents failed to follow the complaint procedure:

A. "Supervisors **must** report complaints of discrimination or harassment to a designated representative at the relevant location so that the claim may be resolved internally if possible."

B. DPH City EEO Manager Hallie Albert, had never been informed of my protected activity complaints. Albert's 10/3 meeting with me was **unlawful and fraudulent**. *It never should have been allowed, because the respondents refused to follow the complaint procedure and conduct an investigation.*

C. HR Air Force Commander Connie Revore, had never been informed of my protected activity reports until 10/2. See my 9/6 Attachment, the last page, where I informed Revore after my meeting with her and Gruber on 10/2 in an email. Revore, Mitsubishi, Fuller & Gruber are responsible and should be terminated for this willful, retaliatory, malicious, fraud they conducted with reckless disregard and outrageous emotional duress towards me. They attacked me.

No one from DPH or UCSF came to my aide: Everyone attacked me, and they did it because I was different...black...gay...military...cis-gender...older...culturally different than they were and to hear the truth from my mouth was too much for their prejudiced, discriminate and racist cabal. Absolutely horrendous conduct in 2018 at America's most selective medical university, that receives nearly \$500 million federal dollars of contract funding a year and has <1% veterans against a benchmark of 6.4%. Horrendous. Debarment.

All of Revore and the respondent's actions are unethical, fraudulent and breach all contracts, policies and laws to include: Title VII, EEO, VEVRAA laws of nondiscrimination, retaliation, affirmative action, etc.

At that moment, upon realizing they had not followed proper complaint procedure policies, violated my rights and were retaliating against me, Revore et al should have stopped. They all chose to retaliate and commit fraud. They are liars. They are frauds. They are nefarious. This is why I am seeking max penalties to include

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Sexual Harassment Policy Fail with both UCSF & DPH. No one has talked to me in 70+ days. Shameful.

1. Respondents failed to protect me. See my sexual harassment complaint attachment.

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a. Quid Pro Quo, a person's submission to such conduct is implicitly or explicitly made the basis for employment decisions...advancement...

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"(B) Verbal conduct which is sexual in nature and unwelcome, e.g., epithets, jokes, comments...which are unwelcome;

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Injuries & Damages:

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Violation of Drugfree Workplace Laws:

In addition, the respondents violated UCSF/City/State and Federal Workplace Drug Free Laws. They dispensed alcohol from the nurse's office and allowed clients to hold/carry alcohol in and out of the facility. They also historically never established security to prevent drinking and drug use which occurred at the facility. Simply ask the janitorial crew, nurses or clients. This was during my entire work history from April to October and I informed Supervisor Gruber of this. No corrective measures. Fail. See my EMSA Attachment. Why has there been no discipline, terminations for this offense? It is illegal.

Federal Violation

<https://webapps.dol.gov/elaws/asp/drugfree/require.htm>

State Violation

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=8355.

UC/UCSF & City Violation

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For more details see my attachments:

1. Original OPHD 10/17 Complaint.
2. UCSF-DPH Law-Policy-Misconduct Fact Sheet.
3. Case Timeline & EEOC/HHS Fact Sheet.
4. Respondents & Witnesses.

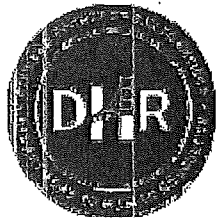
*Vice-Provost Alldredge, I'd like to review the 4 cases of discrimination/harmful clinical practice that Mitsuishi, Gruber, Kennel, Moughamian and Eagen are guilty of by against my clients.

*I also want to discuss the current and systemic racism and discrimination that Dr. Mitsuishi and HR Mgr. Air Force Commander Revore are causing against my communities of concern at UCSF Citywide.

Voong, Henry (HRD)

From: Simon, Linda (HRD)
Sent: Wednesday, January 02, 2019 12:34 PM
To: Gard, Susan (HRD); Callahan, Micki (HRD); Howard, Kate (HRD)
Cc: Buick, Jeanne (HRD); Luong, Susanna (HRD)
Subject: RE: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18.

No, there was no records request. It was just the same complaint as below where it begins: Department of Public Health: Sobering Center Policy Law-Fail/Fraud.

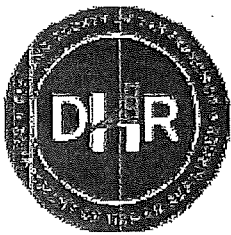


Connecting People with Purpose

Linda C. Simon
Director, EEO and Leave Programs
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4837
Website: www.sfdhr.org

From: Gard, Susan (HRD)
Sent: Wednesday, January 02, 2019 11:40 AM
To: Simon, Linda (HRD); Callahan, Micki (HRD); Howard, Kate (HRD)
Cc: Buick, Jeanne (HRD); Luong, Susanna (HRD)
Subject: RE: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18.

Thank you Linda! Did you receive the records request he states he hand-delivered on 12/17?



Connecting People with Purpose

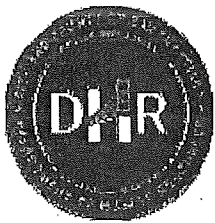
Susan Gard, Chief of Policy
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 551-8942
Website: www.sfdhr.org

From: Simon, Linda (HRD) <linda.simon@sfgov.org>
Sent: Wednesday, January 02, 2019 11:34 AM
To: Callahan, Micki (HRD) <micki.callahan@sfgov.org>; Gard, Susan (HRD) <susan.gard@sfgov.org>; Howard, Kate (HRD) <kate.howard@sfgov.org>
Cc: Buick, Jeanne (HRD) <jeanne.buick@sfgov.org>; Luong, Susanna (HRD) <susanna.luong@sfgov.org>
Subject: RE: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18.

DPH EEO is already handling this complaint.

Thanks,

P1688

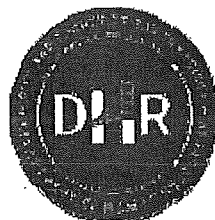


Connecting People with Purpose

Linda C. Simon
Director, EEO and Leave Programs
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4837
Website: www.sfdhr.org

From: Callahan, Micki (HRD)
Sent: Wednesday, January 02, 2019 10:23 AM
To: Gard, Susan (HRD); Howard, Kate (HRD)
Cc: Buick, Jeanne (HRD); Luong, Susanna (HRD); Simon, Linda (HRD)
Subject: RE: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18.

Thanks Susan, but given the content I am looping in Linda instead. It appears to be a complaint of discrimination.

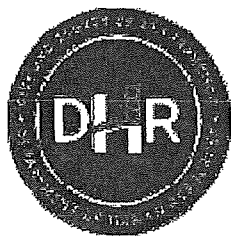


Connecting People with Purpose

Micki Callahan
Human Resources Director
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4845
Website: www.sfdhr.org

From: Gard, Susan (HRD) <susan.gard@sfgov.org>
Sent: Wednesday, January 02, 2019 9:23 AM
To: Callahan, Micki (HRD) <micki.callahan@sfgov.org>; Howard, Kate (HRD) <kate.howard@sfgov.org>
Cc: Buick, Jeanne (HRD) <jeanne.buick@sfgov.org>; Luong, Susanna (HRD) <susanna.luong@sfgov.org>
Subject: FW: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18.

Can we meet to discuss this?



Connecting People with Purpose

Susan Gard, Chief of Policy
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 551-8942
Website: www.sfdhr.org

From: sg m <grovestand2012@gmail.com>
Sent: Monday, December 31, 2018 8:36 PM
To: Oglander, Matthew (HRC) <matthew.oglander@sfgov.org>

Cc: Melara, Francisco - OFCCP <melara.francisco@dol.gov>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; Wagner, Greg (DPH) <greg.wagner@sfdph.org>; Gard, Susan (HRD) <susan.gard@sfgov.org>; rodriguez.luis@dol.gov; Brian, Alldredge (UCSF) <Brian.Alldredge@ucsf.edu>; Willoughby, Tanisha <Tanisha.Willoughby@ucsf.edu>; Sacramento, Nyoki <Nyoki.Sacramento@ucsf.edu>; stephen.grove@grovestand2012@gmail.com>
Subject: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18.

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

Hi Matt,

This is a similar report to the one I provided earlier, except it focuses on the Dept. of Public Health Respondents. I am including the attachment showing how my contract relationship is established with the Dept. of Public Health all the way back to Nov. 2017 when they began recruiting me as a protected veteran for the Patient Navigator job.

I've added Directors Callahan, Gard and Wagner to my respondent list. I believe that Directors Callahan, Gard & Wagner's choice to ignore my request to them since Dec. 17th, when I personally walked my complaint into the Department and had it date stamped by the receptionist, is another indication that the discrimination and retaliation I've suffered is continuing post termination.

This will be one of the items I want to discuss with Director Davis when we meet to discuss a suspension during investigation and then debarment based on findings of their contract with UCSF Citywide, all based on the facts I've presented to you in the below email of their breach of fiduciary duty.

Directors Callahan, Gard and Wagner are not above the law. They authorized their own EEO Manager Hallie B. Albert to come over to my work site and threaten, intimidate, harass and discriminate against me. They authorized those four primarily straight, white,

women to personally attack and retaliate against me for my multiple discrimination complaints/reports. It was EEO Albert (straight, white), HR Revore (straight, white), Supervisor Gruber (straight, white) and Dir. Moughamian (straight, white mix). We know that to be true and a fact, as UCSF Senior Counsel Kate Mente provided us with that exact cause. See below 10/3 EEO Attachment.

It should be noted, they allowed me no protection or safety, denied me my rights, and engaged me with all the power and control that they were vested in by the City of San Francisco as DPH and the State of CA as UCSF.

Directors Callahan, Gard and Wagner are responsible for my fraudulent termination. They gave the approval for City EEO Manager Albert to retaliate and attack me with reckless indifference in my 10/3 meeting with the respondents. I'm attaching that document too.

I'll look forward to meeting with you next week, when you gain some time on your calendar please. Thank you.

Stephen Malloy

Dept. of Public Health (DPH), Medical Respite Sobering Center (MRSC)
Violations of Law, Policy & Contract with UCSF Citywide – Malloy 12/31/18

On 4/2/18 DPH MRSC Respondents: Charge Nurse Megan Kennel, Dir. Alice Moughamian, & Dr. Kelly Eagen, hired Malloy as their Contract Patient Navigator through UCSF Citywide. The respondents had participated equally with their contractor in the hiring process, as Malloy would be working under their supervision and management too at MRSC aka Sobering Center. See Veteran Hire Attachment.

On 8/1/18 the respondents suggested, agreed to and signed off on Malloy's promotion to full-time as their Contract Patient Navigator based upon his excellent work. UCSF HR maintains the files of all interview notes and approvals at the contract agreement requires for both Malloy's hire and promotion.

On 8/17, 9/6, 9/27, and multiple other occasions through the month of September the respondents were informed by Malloy in his reports, complaints and conversations with them of protected activity based on discrimination.

The discrimination, harassment and verbal/physical abuse was based on Malloy's own experience and that of DPH MRSC nurses and staff who reported to him and asked for assistance in stopping the sex, race/color, sexual orientation, age, gender, protected veteran status, and 4 distinct instances of harmful client clinical practice.

On 9/27 from 7:30-9:30pm, a conversation of concerted activity concerning discrimination between DPH MRSC Nurse Sanchez, Ali, Casey, Asst. Tonya +2 took place. Nurse Sanchez initiated the conversation by asking Malloy a number of race, cultural and discrimination questions after his discrimination meeting with Supervisor Gruber.

All Respondents listed here:

DPH Nurse Sanchez, and Charge Nurse Megan Kennel initiated a reverse discrimination and harassment charge against Malloy with their fellow respondents: DPH EEO Manager Hallie B. Albert, Dir. Alice Moughamian, Dr. Kelly Eagen & UCSF Valerie Gruber, Fumi Mitsuishi and Connie Revore after the 9/27 7:30pm mtg.

They did not inform Malloy of this illegal and fraudulent investigation they started on the evening of 9/27 until 10/2 at 9am. The respondents did this because they are the management team and knew that Malloy was to receive his permanent job award on 10/2 after successfully completing his probation.

By nefariously waiting until 10/2 they were able to execute Malloy with an administrative lynching due to their malice, animus and reckless indifference against him by engaging in willful misconduct that was negligent, breached their fiduciary contract duty, discriminated, harassed, retaliated and violated numerous policies, laws and VEVRAA rights of Malloy.

My probationary release was a fraud and required coordinated efforts across city and state contracts/respondents to execute Malloy. I filed a complaint with Dir. Micki Callahan and Susan Gard on 12/17, it also includes a sexual harassment complaint. I have received not one call or follow-up.

The continuing discrimination and retaliatory actions, to include silence/no communication, by my respondents and their leadership; leads me to believe that top managers within the City County of San Francisco (CCSF) authorized the fraud and retaliation against me. Therefore, I am now including CCSF Dir. of Human Resources Micki Callahan and Susan Gard, as well as Dir. of Public Health Greg Wagner as respondents. In order for Dr. Mitsuishi who runs Citywide and Dr. Eagen who runs MRSC to agree to this wrongful termination, it meant they had to have a coordinated agreement to allow the City of San Francisco, to utilize their EEO Manager in Hallie B. Albert to effect it. That would have required Directors Callahan, Gard and Wagner to execute per policy.

Therefore, they are complicit in my fraudulent termination and responsible for the actions of their DPH MRSC and HR respondents. I am disgusted to say the least. I am seeking max penalties against all respondents and termination.

Client Policy Fail/Fraud:

DPH Client Behavior Policy & Corrective Measures

<https://www.sfdph.org/dph/files/CBHSPolProcMnl/1-3-09-03-BHS-Policy-Client-Violence-in-Adult-and-Older-Adult-Programs.pdf>

UCSF Client Behavior Policy

<https://safety.ucsf.edu/workplace-violence-prevention>

1. Respondents retaliated by engaging in false statements, omissions, and misrepresentation of material facts in manufacturing a fraudulent probationary release.
2. Respondents did not comply with client behavior policy and corrective measures.
3. Respondents did not protect their own DPH Staff nor Malloy their contractor from discrimination and violated our rights to be free of workplace abuse, discrimination, retaliation, harassment and my VEVRAA right.

Probationary Policy Fail/Fraud:

<https://www.ucop.edu/local-human-resources/files/policies/ppsm/ppsm22.pdf>

<https://policy.ucop.edu/doc/4010396/PPSM-22>

1. Respondents retaliated by engaging in false statements, omissions, and misrepresentation of material facts in manufacturing a fraudulent probationary release.
2. VII. Extending The Probationary Period: "...The probationary employee shall be informed in writing by his or her immediate supervisor the reason for, and the period of, any extension of probationary status at least seven (7) calendar days prior to the extension of the original effective date."
 - A. I was not notified 7 days in advance. I was notified 10/2 and fired 10/10.
 - B. *I purposefully was not told that I had been extended. The respondents started investigating me Thursday evening 9/27 to Tuesday Oct. 2. The respondents willfully engaged in negligent and fraudulent conduct by choosing to omit and misrepresent that fact. They did not notify me until 10/2.*
 - C. That omission was willful misconduct to effect a fraudulent probationary release, as the award of my **permanent** status at UCSF was 10/2.

D. The extension letter did not comply with policy. **No reason was stated.** See Extension 10/2 & 10/10 Attachment. *They maintained a false and fraudulent investigation that was not disclosed or defined to me until 10/3.*

E. Proof of this is the next day on 10/3, the respondents retaliated again with a reverse discrimination and harassment charge leveled by DPH City EEO Manager Hallie B. Albert, Dir. Moughamian, HR & Air Force Commander Revore, and Supervisor Gruber. See my 10/3 Albert Attachment.

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From: Gard, Susan (HRD)
To: Simon, Linda (HRD)
Cc: Buick, Jeanne (HRD); Callahan, Micki (HRD)
Subject: FW: 12-17 DPH MRSC & City Contractor ucsf citywide, Malloy Discrimination & Retaliation Complaint
Date: Tuesday, December 18, 2018 11:08:00 AM
Attachments: [EEOC-HHS Brief Case Facts Statement 12-17.docx](#)
[8-17 Mandated Report.docx](#)
[8-17 Agosto Mandated Report Docs.zip](#)
[9-6 Mandated Report.docx](#)
[10-3 EEO Albert Meeting Notes.docx](#)
[image001.png](#)

Linda, this email came in yesterday. I want to make sure you got it.



Connecting People with Purpose

Susan Gard, Chief of Policy
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 551-8942
Website: www.sfdhr.org

From: sg m <grovestand2012@gmail.com>
Sent: Monday, December 17, 2018 1:52 PM
To: Micki.Callahan@sfdph.org; Gard, Susan (HRD) <susan.gard@sfgov.org>
Cc: stephen grove <grovestand2012@gmail.com>
Subject: 12-17 DPH MRSC & City Contractor ucsf citywide, Malloy Discrimination & Retaliation Complaint

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

Hello Mr. Callahan and Ms. Gard,

I will be walking a hard copy of my complaint over to your offices shortly. Thank you, Stephen Malloy, RADT-1

ATTN: Director, Department of Human Resources
Attention: EEO Division
One South Van Ness Avenue,
4th Floor, San Francisco, CA 94103

1. Name, address and daytime phone number of the complainant;
Stephen Malloy, 584 Castro St. #742, San Francisco, CA 94114 and 310-428-7005
2. If a current City employee, your Disaster Service Worker number, current Civil

Service classification, and the department where you are employed; Contractor embedded at Dept. of Public Health, Medical Respite Sobering Center with UCSF Citywide.

3. The basis for the complaint: i.e., race, religion, etc.; Race, color, sexual orientation, gender, gender identity, gender expression, age, protected disabled veteran under VEVRAA. See EEOC Attachment.

4. The discriminatory, harassing, or retaliatory action(s): i.e., denial of employment or reasonable accommodation, termination, inappropriate touching, etc.; Unwelcome Sexual Harassment creating a hostile work environment as I did not submit to the quid pro quo, Discrimination, Harassment, Threats/Intimidation, Suspension, Illegal Reverse Discrimination Charge in Violation of NLRB, Title 7 & Yanowitz & L'Oreal CA Supreme Court 2005, Retaliation, Fraudulent Investigation and Fraudulent and Illegal Probationary Release. See EEOC Attachment.

5. The date(s) the alleged discriminatory, harassing, or retaliatory action(s) took place; 8/17, 9/6, 10/2 and 10/10. Plus Discrimination and Harmful Client Clinical Practice 9/7-9/21 RH, 9/3-9/27 JM, 9/13-9/20 CA, 9/20-10/2 FB. See EEOC Attachment.

6. The City department and work unit accused of discrimination, harassment, or retaliation; Dept. of Public Health, Medical Respite Sobering Center and Contract Partner UCSF Citywide.

7. The names of the individuals accused of discrimination, harassment, or retaliation; 10 respondents. See EEOC Attachment.

8. The name of any witness to the alleged discriminatory, harassing, or retaliatory action(s); For Protection full list released upon meeting with your investigator, those names listed in my EEOC Attachment are witnesses that you can identify immediately.

9. A detailed explanation of the sequence of events which you believe to be discriminatory, harassing, or retaliatory; and,

10. The specific action you are seeking to correct the alleged discrimination, harassment, or retaliation. See EEOC Attachment.

A. Immediate Suspension of all respondents. See EEOC Attachment. Malloy was immediately suspended. Equal treatment and adherence to policy, as to not further corrupt investigations as the respondents have run amok and uncontrolled by DPH for 60 days. They have had unfettered access to emails, texts, voice-mails,

documents, paperwork, files, communications with no monitoring. They have tainted and corrupted the evidence trail, with managements refusal to suspend them during investigation. Therefore, any investigations minus a suspension are not above legal reproach.

Max discipline, penalties, and Termination of DPH Personnel: EEO

Albert, Sanchez, Kennel, Moughamian and Eagen. Their leadership is tainted and has effectively undermined staff confidence in their honesty, integrity and character, especially given the aggressive retaliation that they demonstrated towards Malloy as a Black, Gay, Cis-Gender, 55, Protected Disabled Veteran.

B. Upon approval of required steps, move to terminate the contract with UCSF Citywide. UCSF breached its fiduciary duty. Max sanctions. The contract is only actively supporting 5 clients at the moment and they are not connected to current case management. A new vendor for case management is required.

B. Award of my Permanent Job that was **stolen** from me. Reinstatement of my job, back wages and benefits. A formal letter of apology from DPH placed in my personnel file, to cover the time frame of this illegal adverse action.

C. Confidential and Protected Listening Sessions with Communities of Concern (People of Color, LGBTQI, Veterans).

D. Training on Cultural Competence, Sensitivity, White Fragility in Cooperation with Amy J of San Quentin Prison University Project. The Veteran Community and a Policy/Law Review with staff to include at least: Client Behavioral and Violence Policy HUR 17, Discrimination, Affirmative Action, Sexual Harassment, Veteran Rights (USERRA & VEVRAA), Law Enforcement, Drug Free Workplace Act, Contract Obligations/Responsibilities of Staff.

E. More upon meeting.

Leger, Cheryl (BOS)

From: SGM <grovestand2012@gmail.com>
Sent: Tuesday, January 12, 2021 12:28 AM
To: SOTF, (BOS)
Subject: Re: SOTF - Notice of Appearance - Compliance and Amendments Committee; January 26, 2021 4:30 p.m.

Hi Cheryl, thank you for getting back to me.

I'm confused.

Why are we meeting again on this at the Compliance and Amendments level...

When we previously did that, which is what brought it before the SOTF on 12/2/20?

The SOTF having found the violations, should this not go forward to DHR for compliance?

If I'm understanding, this is going backwards as we already went through compliance and amendments before.

Thank you for the clarification and excellent notes from the 12/2/20 meeting that is incredibly helpful and awesome details.

Stephen

On Jan 11, 2021, at 9:28 AM, SOTF, (BOS) <sotf@sfgov.org> wrote:

Mr. Malloy: Below are the minutes from the 12/2/20 SOTF hearing. Let me know if you still have further questions.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Stephen Malloy (Petitioner) provided a summary of the complaint and requested the Committee to find a violation. Mr. Malloy originally filed his original complaint in November 2019 and allowed an extension of time to respond on January 14, 2020. Mr. Malloy asked the SOTF go to page 2273 to see Human Resources' failure to cite the appropriate redaction laws. Mr. Malloy also noted pages 2287 – 2289 where there are other examples of improper redactions. Mr. Malloy also noted Sunshine and Brown Act violations because he was not provided records other than blacked out pages. Mr. Malloy specifically requested records showing meeting notices, texts and other things that should have been provided by the law. Mr. Malloy stated that as an independent contractor with the City of San Francisco an investigation of discrimination should have been conducted against the Department of Public Health. Mr. Malloy asked for 67.34

violation of willful misconduct on Micki Callahan and the Department of Human Resources.

The Respondent was not present for the hearing and did not inform the Administrator of their absence.

Mr. Malloy stated he is aware that Department of Public Health employee Vien was advised by the City Attorney to not release any records. Mr. Malloy opined that the Department of Human Resources saw the order of the City Attorney. Mr. Malloy was never sent records that invoked attorney/client privilege. Mr. Malloy stated that Susan Gard and Micki Callahan were communicating about him and stated that they should meet and have that discussion. Mr. Malloy stated that the subject of the meeting was to conduct an investigation on Mr. Malloy.

Chair Wolfe noted that if UCSF was a contractor for hire would consider Mr. Malloy to be an employee. Chair Wolfe asked if they were meeting as a deliberative body or an advisory board or committee? Chair Wolfe believes that to be a Human Resources issue, however regarding the redactions, SOTF needs to determine if that record is public.

A question and answer period occurred. The parties were provided an opportunity for rebuttals.

Mr. Malloy stated that the subject of himself in relationship to the City is that Ms. Callahan established a local rule that you can be called "a nigger," and her office did nothing. Mr. Malloy stated that it was City policy that Ms. Callahan was not going to administer a claim. Mr. Malloy stated that City of San Francisco HR Director is more than capable to speaking to these issues which is indicative to the issue of wrongdoing. Mr. Malloy believes there is no excuse of not being able to articulate these issues and ask questions. Even if redaction must show legal citation and DHR is choosing not to do that.

Member Schmidt noted redaction does not look very good. Department of Human Resources may have attorney client communication that is not being produced but see a violation with those redactions.

Action: Moved by Chair Wolfe, second by Member Hyland to find a violation of 67.21(e) for not sending an authorized representative to the hearing; 67.24(h) for deliberative process exemption; 67.26 for keeping withholding to a minimum and 67.27 not providing a footnote and key legal citations and immediately orders the Custodian of Records to comply with request and refer the matter to the Compliance and Amendments Committee for monitoring.

Public Comment:

Anonymous stated that the SOTF should investigate a 67.27 violation for failing to specify in the original request response which privilege(s) applied under Gov Code 6254(k), and a 67.24(h) violation for the Gov Code 6254(p)(2) citation

which contains a deliberative process, and a Prop G calendar violation if there was a dept head meeting about Mr. Malloy that has not been produced."

Public Comment closed.

Reopen public comment:

Anonymous agrees with this motion. Anonymous stated that if later one it is shown that the department head did have a relevant meeting that was not produced, you can add the Prop G violation at that time."

The motion PASSED by the following vote:

Ayes: 7 - Wolfe, Hyland, Hinze, LaHood, Yankee, Wong, Schmidt

Noes: 0 - None

Absent: 0 - None

Cheryl Leger

Assistant Clerk, Board of Supervisors

Cheryl.Leger@sfgov.org

Tel: 415-554-7724

Fax: 415-554-5163

[https://avanan.url-](https://avanan.url-protection.com/v1/url?o=www.sfbos.org&g=Mml4Y2E1YmZjMTQ1N2ExYg==&h=NmNmMGQ5ZW1M2VmZDY4YW10ZjRhNTJkYjgxNmZiNTkwNjlyMGFiYTViMzU3NjAwNTZmNjU0MmNhNWExZW13YQ==&p=YXAzOnNmZHQyOmF2YW5hbGpvZmZpY2UzNjVfZW1haWxzX2VtYWwlsOjkzOGZkMDhkYTQwM2RiYzZIMDU0YzI4MzdmOTlyN2Y3OnYx)

[protection.com/v1/url?o=www.sfbos.org&g=Mml4Y2E1YmZjMTQ1N2ExYg==&h=NmNmMGQ5ZW1M2VmZDY4YW10ZjRhNTJkYjgxNmZiNTkwNjlyMGFiYTViMzU3NjAwNTZmNjU0MmNhNWExZW13YQ==&p=YXAzOnNmZHQyOmF2YW5hbGpvZmZpY2UzNjVfZW1haWxzX2VtYWwlsOjkzOGZkMDhkYTQwM2RiYzZIMDU0YzI4MzdmOTlyN2Y3OnYx](https://avanan.url-protection.com/v1/url?o=www.sfbos.org&g=Mml4Y2E1YmZjMTQ1N2ExYg==&h=NmNmMGQ5ZW1M2VmZDY4YW10ZjRhNTJkYjgxNmZiNTkwNjlyMGFiYTViMzU3NjAwNTZmNjU0MmNhNWExZW13YQ==&p=YXAzOnNmZHQyOmF2YW5hbGpvZmZpY2UzNjVfZW1haWxzX2VtYWwlsOjkzOGZkMDhkYTQwM2RiYzZIMDU0YzI4MzdmOTlyN2Y3OnYx)



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From: SGM <grovestand2012@gmail.com>

Sent: Friday, January 8, 2021 8:56 PM

To: SOTF, (BOS) <sotf@sfgov.org>

Subject: Re: SOTF - Notice of Appearance - Compliance and Amendments Committee; January 26, 2021 4:30 p.m.

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Hi Cheryl,

Didn't we already do DHR on Dec. 2, 2020?

I think we have met on DHR twice now at the Compliance & Amendments level?

And, it should have been cleared to the SOTF at the Dec. 2, 2020 Meeting?

Thank you,

Stephen Malloy

On Jan 8, 2021, at 4:09 PM, SOTF, (BOS) <sotf@sfgov.org> wrote:

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: January 26, 2021

Location: Remote meeting; participant information to be included on the Agenda

Time: 4:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

1. **File No. 19044:** Complaint filed by Anonymous against Dennis Herrera and the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 61.26, 61.27, Government Code Sections 6253, 6253.9 and 6255, by failing to respond to a public records request in a timely and/or complete manner.

2. **File No. 19047:** Complaint filed by Anonymous against Mayor London Breed, Hank Heckel and the Office of the Mayor for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.21 and 67.26 and 67.27 and Government Code (CPRA) 6253.9, 6253, and 6255, by failing to respond to a request for public records in a timely and/or complete manner.

3. **File No. 19145:** Complaint filed by Chris Kohrs against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.5 and 67.21, by failing to respond to a public records request in a timely and/or complete manner.
4. **File No. 19140:** Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.
5. **File No. 19114:** Complaint filed by Shane Anderies against Tyler Vu and the Public Defender's Office for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.24, 67.25, 67.26, 67.27 and 67.29 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). ***For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, January 20, 2021..***

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

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Supervisors website or in other public documents that members of the public may inspect or copy.

Leger, Cheryl (BOS)

From: S <grovestand2012@gmail.com>
Sent: Wednesday, January 20, 2021 4:46 PM
To: SOTF, (BOS); Leger, Cheryl (BOS); Young, Victor (BOS)
Cc: stephen grove
Subject: SOTF Malloy Add for DHR Complaint #19140 for Next Tuesday 4pm Meeting
Attachments: 1-20-21 SOTF DHR AND CITY ATTORNEY MISCONDUCT Complaint 19138.pdf; SOTF - 1-20-21 DHR AND CITY ATTORNEY MISCONDUCT.docx

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Hi Cheryl,

I would like these charges including 67.34 added for consideration by the SOTF for the hearing. I will review these documents to the SOTF during my hearing time.

Thank you,

Stephen Malloy

For Oct. 2, 2020 SOTF Hearing Complaint #

You may hear that section of the Sunshine Committee gaining the admission of City Records Clerk Veronica Vien of DPH on Audio, from the 7-28-20 Hearing at the City SOTF link below:

- a) **28 min. 45 sec.:** Chair Wolf directs Records Clerk Vien to speak to the failure to release my records before the pandemic as I filed my request for them in May of 2019.
- b) **29 min. 28 sec.:** Records Clerk Vien admits she was given the directive (illegal order) from the "City Attorney" to stop releasing my records.
- c) **31 min.:** Chair Wolf asks Vien when was she told to stop working on my records release per the City Attorney.
- d) **32 min. 25 sec.:** Records Clerk Vien finally admits "The latter part of the year (2019)."

<https://sfgov.org/sunshine/audio-archive-committees>

Name	Date	Duration	Listen	Download
SOTF - Compliance and Amendments Committee 8/25/2020	08/25/2020	01h 27m	Audio	MP3 Audio

Records Clerk Vien's admission, is the 9 Email Cache I got from her on October 4, 2019 after fighting from May 2019 to get my public records.

I provided you those 9 Emails that Records Clerk Vien mistakenly released to me on October 4, 2019 that caused her "trouble" and were an illegal order from City Attorney Herrera and I suspect Mayor Breed and the UC Regents as well to stop releasing my public records.

The official misconduct remains that the UC Regents are engaged in improper government activity and abuse of authority by discriminating against me, targeting me with disparate treatment, aiding and abetting obstruction with City Officials to not comply with the required Sunshine Ordinance and release my public records.

- **"From:** "Yank, Jonathan (CAT)" <Jonathan.Yank@sfcityatty.org>
Date: November 4, 2019 at 3:26:10 PM PST
To: Joseph Eckhart <JEckhart@perb.ca.gov>
Cc: "grovestand2012@gmail.com" <grovestand2012@gmail.com>
Subject: RE: Unfair Practice Charge No. SF-CE-1677-M

Mr. Eckhart:

Mr. Malloy has no knowledge of the workings of our office.
Each case is assigned to a single attorney.
This case is assigned to me.

Therefore, the relevant issue is my workload, not how "robust" our office is.

And I note that Mr. Malloy, who was actually an employee of the University of California (not the City—see attached), states no substantive basis to deny my reasonable request.

Jonathan Yank
Deputy City Attorney
Office of City Attorney Dennis Herrera
1390 Market Street, Fifth Floor
San Francisco, CA 94102
(415) 554-3816 Direct
jonathan.yank@sfcityatty.org
www.sfcityattorney.org
Find us on: [Facebook](#) [Twitter](#) [Instagram](#)

- **"From:** grovestand2012@gmail.com <grovestand2012@gmail.com>
Sent: Monday, November 4, 2019 3:17 PM
To: Joseph Eckhart <JEckhart@perb.ca.gov>
Cc: Yank, Jonathan (CAT) <Jonathan.Yank@sfcityatty.org>
Subject: Re: Unfair Practice Charge No. SF-CE-1677-M

Mr. Eckhart:

The City Attorney's Office is robust enough to handle your request to reply by Nov. 12th.

I would therefore request you decline, so that we may proceed.

Thank you,

Stephen Malloy"

A. I Charge City Attorney & DHR are in violation of 67.24:

Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- a) "... (7) The record of any confirmed misconduct of a public employee involving personal dishonesty, misappropriation of public funds, resources or benefits, unlawful discrimination against another on the basis of status, abuse of authority, or violence, and of any discipline imposed for such misconduct."

B. Violation of 67.27:

Sec. 67.34. Willful Failure Shall Be Official Misconduct.

- a) "The willful failure of any elected official, department head, or other managerial city employee to discharge any duties imposed by the Sunshine Ordinance, the Brown Act or the Public Records Act shall be deemed official misconduct..."

McClain, Thomas (ETH)

Wed, Dec
11, 2019,
3:54 PM

to me, Jeffrey

Dear Mr. Malloy:

We are still completing our analysis in the preliminary review of your complaint. We will update you when we have completed the preliminary review.

Thanks,

Thomas McClain
Senior Investigative Analyst
San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220
San Francisco, CA 94102
Email: thomas.mcclain@sfgov.org
Phone: (415) 252-3100

Sec. 67.26. Withholding Kept To A Minimum.

- “No record shall be withheld from disclosure in its entirety unless all information contained in it is exempt from disclosure under express provisions of the California Public Records Act or of some other statute. Information that is exempt from disclosure shall be masked, deleted or otherwise segregated in order that the nonexempt portion of a requested record may be released, and keyed by footnote or other clear reference to the appropriate justification for withholding required by section 67.27 of this article. This work shall be done personally by the attorney or other staff member conducting the exemption review.”

Sec. 67.27. Justification Of Withholding.

- (c) A withholding on the basis that disclosure would incur civil or criminal liability shall cite any specific statutory or case law, or any other public agency’s litigation experience, supporting that position.
- (d) When a record being requested contains information, most of which is exempt from disclosure under the California Public Records Act and this Article, the custodian shall inform the requester of the nature and extent of the nonexempt information and suggest alternative sources for the information requested, if available.

Sec. 67.21. Process For Gaining Access To Public Records; Administrative Appeals.

- “(c) A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure...”
- “...and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request...”

Sec. 67.24. Public Information That Must Be Disclosed.

- Drafts and Memoranda
“No preliminary draft or department memorandum, whether in printed or electronic form, shall be exempt from disclosure under Government Code Section 6254, subdivision (a) or any other provision.”

Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- *“(1) Notwithstanding any exemptions otherwise provided by law, the following are public records subject to disclosure under this Ordinance:*
- *A pre-litigation claim against the City;...”*

Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- *“... (ii) A record previously received or created by a department in the ordinary course of business that was not attorney/client privileged when it was previously received or created;...”*

Sec. 67.24. Public Information That Must Be Disclosed. Litigation Material.

- *“... (iii) Advice on compliance with, analysis of, an opinion concerning liability under, or any communication otherwise concerning the California Public Records Act, the Ralph M. Brown Act, the Political Reform Act, any San Francisco governmental ethics code, or this Ordinance...”*

The Ralph Brown Act is clear in establishing the following which may all apply to my complaint with SF Fire:

“A law to prohibit secret meetings of official bodies, save under the most exceptional circumstances, should not be necessary. Public officers above all other persons should be imbued with the truth that their business is the public's business and they should be the last to tolerate any attempt to keep the people from being fully informed as to what is going on in official agencies. Unfortunately, however, that is not always the case. Instances are many in which officials have contrived, deliberately and shamefully, to operate in a vacuum of secrecy. [4]”

- *“...Closed sessions*
- *Documents at meetings are public[7]*
- *Electronic communications*
- *Notice of meetings[11]*
- *Open meetings[12]*
- *Penalty to deprive the public of information[13]*
- *Public comment[14]*
- *Public criticism allowed[15]*
- *Right to recording proceedings[16]*
- *Reports of closed session actions*
- *Special meetings...”*

Sec. 67.25 Immediacy of Response

- a) *"Notwithstanding the 10-day period for response to a request permitted in Government Code Section 6256 and in this Article, a written request for information described in any category of non-exempt public information shall be satisfied no later than the close of business on the day following the day of the request. This deadline shall apply only if the words "Immediate Disclosure Request" are placed across the top of the request and on the envelope, subject line, or cover sheet in which the request is transmitted. Maximum deadlines provided in this article are appropriate for more extensive or demanding requests, but shall not be used to delay fulfilling a simple, routine or otherwise readily answerable request.*
- b) *If the voluminous nature of the information requested, its location in a remote storage facility or the need to consult with another interested department warrants an extension of 10 days as provided in Government Code Section 6456.1, the requester shall be notified as required by the close of business on the business day following the request.*
- c) *The person seeking the information need not state his or her reason for making the request or the use to which the information will be put, and requesters shall not be routinely asked to make such a disclosure. Where a record being requested contains information most of which is exempt from disclosure under the California Public Records Act and this article, however, the City Attorney or custodian of the record may inform the requester of the nature and extent of the non-exempt information and inquire as to the requester's purpose for seeking it, in order to suggest alternative sources for the information which may involve less redaction or to otherwise prepare a response to the request.*
- d) *Notwithstanding any provisions of California Law or this ordinance, in response to a request for information describing any category of non-exempt public information, when so requested, the City and County shall produce any and all responsive public records as soon as reasonably possible on an incremental or "rolling" basis such that responsive records are produced as soon as possible by the end of the same business day that they are reviewed and collected. This section is intended to prohibit the withholding of public records that are responsive to a records request until all potentially responsive documents have been reviewed and collected. Failure to comply with this provision is a violation of this Article."*

Respondents Document Submission

City and County of San Francisco
Micki Callahan
Human Resources Director



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

MEMORANDUM

Date: January 17, 2020
To: Sunshine Ordinance Task Force
Through: Micki Callahan
Human Resources Director
From: Mawuli Tugbenyoh, Chief of Policy
Subject: SOTF Complaint No. 19140

This memorandum presents the Department of Human Resources (DHR) response to Sunshine Ordinance Task Force (SOTF) Complaint No. 19140. DHR takes seriously its obligations under applicable public records laws, specifically the California Public Records Act (CPRA) and the San Francisco Sunshine Ordinance. DHR complied fully with those obligations in responding to the November 5, 2019 public records request from Stephen Malloy. After exchanging clarifying emails with Malloy about the request, DHR conducted a reasonable and diligent search and identified three responsive emails. DHR redacted a portion of one of the emails, based on three exemptions: the attorney-client privilege; the attorney work product protection; and the labor relations exemption under the CPRA, Government Code Section 6254(p)(2). DHR responded timely to Malloy's request, produced the three emails (one with redactions to protect the exempt material), and cited authority for the redactions in its response.

In Malloy's complaint, Malloy argues that DHR cannot invoke the attorney-client privilege because he is not involved in litigation with the City or in contact with the City Attorney. Neither of those contentions defeats the attorney-client privilege the City holds for its communications with the City Attorney's Office seeking and receiving legal advice. Malloy also argues they are entitled to the redacted information under Administrative Code Section 67.24(b)(1)(i), which requires the City to disclose a pre-litigation claim against the City. The redacted email is not such a claim; that section is inapplicable. In addition, Malloy cites Administrative Code Section 67.24(b)(1)(ii), which precludes withholding a record "received or created by a department in the ordinary course of business that was not attorney/client privileged when it was previously received or created." That section is similarly inapplicable. The redacted information involves communications with counsel in the City Attorney's Office and is itself directly attorney-client privileged and reflects protected attorney work product.

Malloy claims that DHR cannot invoke Government Code Section 6254(p)(2) because under the Sunshine Ordinance, certain records of confirmed misconduct are not exempt from disclosure under Government Code Section 6254(c) or other provisions of California law where disclosure is not forbidden. DHR did not cite Section 6254(c) for its redactions, and the redacted information is not about confirmed misconduct. Also, Malloy claims the redactions violate the City's Equal Employment Opportunity (EEO) policies and deny him equal rights. Those EEO policies are unrelated to the public records issues here.

Finally, Malloy cites Administrative Code Section 67.27 for the proposition that an agency must suggest alternative sources for the requested information. DHR did that in its emails with Malloy. Malloy identified himself as a contractor for the Department of Public Health (DPH) and named several individuals who worked at DPH with whom he interacted. Therefore, in addition to independently

responding to his request, DHR referred Malloy to DPH as a possible alternate source for the requested information.

The Complaint Summary prepared by the SOTF characterizes Malloy's complaint as alleging DHR violated Administrative Code Sections 67.21 and 67.25 "by failing to respond to a request for public records in a timely and/or complete manner." The chronology of DHR's interactions with Malloy, set forth below, establishes that DHR responded to Malloy's request in a timely, complete, and appropriate manner consistent with the CPRA and Sunshine Ordinance. DHR welcomes this opportunity to explain its process to the SOTF and respond to the complaint.

Chronology

DHR received an Immediate Disclosure Request from Malloy on November 5, 2019, requesting "all DHR records concerning Stephen Malloy." See Exhibit 1.

DHR responded on November 6, 2019, asking Malloy if he could narrow the scope of his request since requesting "all DHR records" about him was very broad. Malloy replied that he was unable to narrow his request and that "a myriad of DHR Personnel have communicated in records concerning me." See Exhibit 2.

On November 7, 2019, DHR responded asking Malloy if there was any additional information he could provide to aid in the search. DHR informed Malloy that an attempted search for his name in its City employee database yielded no results. Malloy responded stating he was "the City's Independent Contractor Effective April 2018." In the same email, Malloy listed names of individuals who, "Starting in September 2018 DHR communicated a number of records about 'Stephen Malloy.'" DHR thanked Malloy for the clarification and informed Malloy that his request was not a "simple, routine, or otherwise readily answerable request" under the parameters of an Immediate Disclosure Request and that DHR would apply the standard public records response timeline, responding not later than November 15, 2019. DHR suggested Malloy also contact DPH since the majority of the names provided by Malloy to aid the search were DPH employees. DHR provided a contact email to request public records from DPH. See Exhibit 3.

DHR conducted a reasonable and diligent search for responsive records, based on the information and names of DHR employees Malloy provided. DHR identified three emails responsive to the request. A portion of one of the emails include communications protected by the attorney-client privilege and attorney work product protection, and involved discussions about City labor relations matters. DHR redacted that portion of the email. On November 14, 2019, DHR provided Malloy with the three emails responsive to his request, with the exempt material redacted, and provided legal citations for the redactions. See Exhibit 4.

Malloy replied on November 15, 2019, disagreeing with the exemptions applied by DHR. Malloy challenged DHR's exemption based on the attorney-client privilege because he is "not involved in any litigation with the City" and "at the time of the email on or about 1-2-18 there was no contact with the City Attorney." In addition, Malloy challenged DHR's labor relations exemption based on Government Code Section 6254(p)(2) but did not explain his objection. Instead, Malloy cited Administrative Code Sections 67.24(c)(7), 67.27(d), 67.1(d) and 67.1(e). Additionally, Malloy claimed DHR should have more than three responsive records. See Exhibit 5.

Response to Complaint

DHR responded to Malloy's request in a timely, complete and appropriate manner consistent with the CPRA and Sunshine Ordinance. Malloy's request was broad – "all DHR records concerning Stephen Malloy" – and not limited by more specific topics or a particular timeframe. When DHR received the request, it promptly requested information from Malloy to clarify or possibly narrow the request, and to aid DHR in responding to it. Then, DHR conducted a reasonable and diligent search, including searching the emails and records of the DHR employees Malloy identified in his clarifying emails. DHR located and produced three emails responsive to his request. DHR redacted a portion of one email based on applicable and justifiable exemptions, and provided legal citations for its redactions.

Malloy is not a City employee, and never has been. Instead, DHR understands that he worked at a DPH facility as a contractor for the Regents of the University of California (UC Regents). Therefore, it is understandable that DHR – the City agency that oversees City employment – would have few records for or about Malloy. In addition to identifying several DHR employees with whom he interacted, Malloy identified a number of DPH employees. Therefore, in addition to responding directly to the request, DHR referred Malloy to DPH as another City agency that may have records responsive to his request, consistent with Administrative Code Sections 67.21(c) and 67.27(d). DHR had little involvement in any matters regarding Malloy and thus does not possess the "emails and records from Feb., March, April . . . thru Present Day" as Malloy claims.

Malloy challenges DHR's redactions based on the attorney-client privilege and attorney work product protection by claiming he was "not involved in any litigation with the City" and that "there was no contact with the City Attorney." Those assertions are immaterial to DHR's ability to assert these exemptions for its communications seeking and receiving legal advice from the City Attorney's Office. Malloy also claims he is entitled to the redacted information based on Administrative Code Sections 67.27(b)(1)(i) and 67.24(c)(7). Administrative Code Section 67.24(b)(1)(i) requires the City to disclose a pre-litigation claim against the City. The redacted email is not such a claim. In addition, Malloy cites Administrative Code Section 67.24.(b)(1)(ii) which precludes withholding a record "received or created by a department in the ordinary course of business that was not attorney/client privileged when it was previously received or created." This section is equally inapplicable. The email itself is a privileged and protected attorney-client communication with attorney work product, and not a record created by a department that was not privileged when created.

With regard to the labor relations exemption in Government Code Section 6254(p)(2), Malloy argues that DHR cannot rely on that exemption as a basis for its redactions. In support of his position, he appears to claim the redacted information involves "confirmed misconduct of a public employee" and therefore should not be redacted under Administrative Code section 67.24(c)(7). The redacted information does not involve employee misconduct. DHR did not cite Government Code Section 6254(c) as a justification for its redactions. Thus, Administrative Code Section 67.24(c)(7) is inapplicable to DHR's redactions. Further, Malloy claims the redactions violate the City's EEO policies and deny him equal rights. Those EEO policies are unrelated to the public records issues here.

DHR's reliance on Government Code Section 6254(p)(2) is justified. Section 6254(p)(2) establishes a labor relations exemption for local public employers. The exemption allows public employers some degree of confidentiality in connection with labor relation records, so those employers can meaningfully prepare for and participate in good faith meet and confer and other activities required under the Meyers-Milias-Brown Act (MMBA), the California labor relations law for local governments. The MMBA is intended to foster constructive and harmonious public sector labor relations, and the confidentiality

Section 6254(p)(2) provides supports that Legislative goal. Section 6254(p)(2) allows a local public employer to withhold records "that reveal a local agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy, or that provide instruction, advice, or training to employees who do not have full collective bargaining and representation rights under [the MMBA.]" DHR may rely on a "specific permissive exemption" in the CPRA unless the Sunshine Ordinance forbids relying on that exemption. (Administrative Code § 67.27(a).) Section 6254(p)(2) is a permissive exemption under the CPRA and the Sunshine Ordinance does not forbid replying on it.

Malloy cites Administrative Code Section 67.27(d), which provides that when an agency redacts information, it shall "suggest alternative sources for the information requested, if available." DHR did that by referring Malloy to DPH, the City department most likely to have information about him.

Finally, Malloy cites Administrative Code Sections 67.1(d) and 67.1(e), from the "findings and purpose" section of the Sunshine Ordinance. From his complaint and citation to these sections, it appears Malloy believes DHR conducted business relating to him in secret. His belief is unfounded. DHR conducted a reasonable and diligent search for records responsive to his request. Malloy is not a City employee, and never has been. DHR's mission and role is to hire, develop, support and retain City employees. Due to DHR's limited involvement with Malloy, understandably, it found only three records about him. DHR produced all three of those records to Malloy, with one record reasonably and justifiably redacted based on permissible and applicable exemptions – for the attorney-client privilege, the attorney work product protection, and confidential public employer labor relations records – and not due to any "attempt to conduct the public's business in secret."

Conclusion

DHR firmly believes in the tenets of open and transparent government. DHR took Malloy's public records request seriously and responded appropriately and consistent with the CPRA and Sunshine Ordinance. This complaint is founded on Malloy's unfounded belief that DHR has further responsive records it did not produce and that one responsive record redacted under the exemptions based on Government Code Sections 6254(k) and 6254(p)(2) violated provisions of the Sunshine Ordinance. DHR had little involvement with Malloy or his work for the UC Regents at DPH. Consequently, DHR does not have many records responsive to his request. DHR's limited redactions on one email are warranted and permitted under exemptions for the attorney-client privilege, the attorney work product protection, and the CPRA labor relations exemption. Therefore, DHR respectfully requests that the SOTF deny the complaint.

SOTF Complaint 19140
Exhibit 1

Reply Reply All Forward
Tue 11/5/2019 11:07 PM

G grovestand2012@gmail.com
Records Request Immediate Disclosure

To PublicRecords, DHR (HRD)

① You replied to this message on 11/6/2015 3:06 PM.

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

I am requesting with Immediate Disclosure all DHR records concerning Stephen Malloy.

* Note:

I want to see the records. Please call or email me when the records are ready for viewing. Do not make copies on my behalf. I will review the documents first and then indicate those documents I wish copied.

Thank you,

Stephen Malloy
310-428-7005

SOTF Complaint 19140
Exhibit 2

Hi Mr. Vong,

No I can't narrow it for you.

I know that a myriad of DHR Personnel have communicated in records concerning me, thus the request as is please.

Thank you,

Stephen Malloy

On Nov 6, 2019, at 3:07 PM, PublicRecords, DHR (HRD) <dhr_publicrecords@sfgov.org> wrote:

Good afternoon Mr. Malloy,

Would you be able to narrow the scope of your request? Are there any specific areas that you are requesting e.g., Worker's Compensation, Recruitment, etc.?

Thanks,

<image001.png>

Henry Voong, Classification and Compensation
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4802
Website: www.sfdhr.org

Connecting People with Purpose

SOTF Complaint 19140
Exhibit 3

Reply Reply All Forward
Thu 11/7/2019 4:20 PM

G grovestand2012@gmail.com
Re: Records Request Immediate Disclosure

To: PublicRecords, DHR (HRD)
① You replied to this message on 11/14/2019 3:47 PM.

Welcome and Thank you.

On Nov 7, 2019, at 3:48 PM, PublicRecords, DHR (HRD) <dhrr.publicrecords@sfgov.org> wrote:

Thank you for the clarification Mr. Malloy.

As this request is not a "simple, routine, or otherwise readily answerable request," S.F. Admin. Code § 67.25(a), DHR will apply the standard timelines for responding to a request. Under the standard timeline, the response will be due in 10 calendar days, or not later than November 15, 2019.

I would also suggest contacting DPH's Public Records <https://www.sfdph.org/dph/comupp/records/reqPublRecs/default.asp>, since most of the individuals listed in your email are employed at DPH and they may have responsive records as well.

Thanks,

<image001.png>

Henry Voong, Classification and Compensation
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4802
Website: www.sfdhr.org

Connecting People with Purpose

From: grovestand2012@gmail.com [mailto:grovestand2012@gmail.com]
Sent: Thursday, November 07, 2019 11:27 AM
To: PublicRecords, DHR (HRD)
Subject: Re: Records Request Immediate Disclosure

Thank you Mr. Voong.

Please see below notes per your request...

On Nov 7, 2019, at 8:01 AM, PublicRecords, DHR (HRD) <dhrr.publicrecords@sfgov.org> wrote:

Mr. Malloy,

Any additional information you can provide would aid in the search for records. For instance, are you a current or past City and County of San Francisco employee?

Yes, I was the City's Independent Contractor effective April 2018.

I communicated daily/extensively with City Personnel.

Starting in September 2018 DHR communicated a number of records about "Stephen Malloy," which involved the following City (DHR included) staff:

- a. Hallie Albert
- b. Dr. Kavous Bassiri
- c. Roxana Costello
- d. Dr. Kelly Eagen
- e. Dr. Hall Hammer
- f. Anna Robert
- g. Alice Moughamian
- h. Maggie Rykowski
- i. Rhonda Simmons

SOTF Complaint 19140
Exhibit 3

j. Ron Weigelt

k. Micki Callahan

l. Susan Gard

m. Jonathan Yank

n. Greg Wagner

o. Roland Pickens

p. Dolores Sanchez

q. Theresa Ludwig

r. Veronica Vien

I am unable to find the name "Stephen Malloy" in our system. Perhaps, there was another name or alias?

Records may also exist in different areas/departments/divisions etc., so if you were able to further define the records you are searching for, it would help with the search.

DHR Micki Callahan, has communication on Stephen Malloy

DHR Susan Gard, has communication on Stephen Malloy

Thanks,

<image001.png>

Henry Voong, Classification and Compensation
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4802
Website: www.sfdhr.org

Connecting People with Purpose

 Reply
  Reply All
  Forward

Thu 11/14/2019 3:48 PM

PD PublicRecords, DHR (HRD)
RE: Records Request Immediate Disclosure

To grovestand2012@gmail.com
Cc PublicRecords, DHR (HRD); Buick, Jeanne (HRD)

 Malloy Information Request 1.pdf 242 KB
  Malloy Information Request 2.pdf 341 KB
  Malloy Information Request 3.pdf 305 KB

Dear Mr. Malloy,

I write in response to your email received by the Department of Human Resources (DHR) on November 5, 2019. After conducting a reasonable and diligent search, DHR has found records responsive to your request. Please see attached for the redacted records. DHR bases the redactions under Cal. Gov. Code § 6254(k) and Cal. Gov. Code § 6254(p)(2) and has redacted the identifying information in the attached records.

Thanks,



Henry Voong, Classification and Compensation
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4802
Website: www.sfdhr.org

Redacted record:

[illegible]

[illegible]

[REDACTED]

.....

[illegible]

From: Wagner, Greg [DPH]
Sent: Wednesday, January 2, 2019 11:44 AM
To: Weigell, Ron [DPH] <ron.weigell@sfph.org>, Rykaczki, Maggie [DPH]
<maggie.rykaczki@sfph.org>

Subject: FW: Directors Callahan, Gard, Wagner & Dept. of Public Health, Seabring Center Policy-Law
Fail/Fraud, Malloy 12-31-38.

From: sg m <grovestand2032@gmail.com>
Sent: Monday, December 31, 2018 8:36 PM
To: Oplander, Matthew (HRC) <matthew.oplander@doh.gov>
Cc: Melara, Francisco - OFCCP <melara.francisco@doh.gov>; Breed, Mayor London (MYR) <mavertonlondonbreed@sf.gov>; Wagner, Greg (DPH) <greg.wagner@sfdph.org>; Gard, Susan (HRD) <susan.gard@sf.gov>; Rodriguez, Luis (DAL) <luis@dal.gov>; Brian, Allredge (UCSF) <brian.allredge@ucsf.edu>; Wilkoughby, Tanisha <Tanisha.Wilkoughby@ucsf.edu>; Sacramento, Nyeki <Nyeki.Sacramento@ucsf.edu>; stephan grove <grovestand2032@gmail.com>
Subject: Directors Callahan, Gard, Wagner & Dept. of Public Health, Seabring Center Policy-Law
Fail/Fraud, Malloy 12-31-38.

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

Hi Matt,

This is a similar report to the one I provided earlier, except it focuses on the Dept. of Public Health Respondents. I am including the attachment showing how my contract relationship is established with the Dept. of Public Health all the way back to Nov. 2017 when they began recruiting me as a protected veteran for the Patient Navigator job.

I've added Directors Callahan, Gard and Wagner to my respondent list. I believe that Directors Callahan, Gard & Wagner's choice to ignore my request to them since Dec. 17th, when I personally walked my complaint into the Department and had it date stamped by the receptionist, is another indication that the discrimination and retaliation I've suffered is continuing post termination.

This will be one of the items I want to discuss with Director Davis when we meet to discuss a suspension during investigation and then debarment based on findings of

their contract with UCSF Citywide, all based on the facts I've presented to you in the below email of their breach of fiduciary duty.

Directors Callahan, Gard and Wagner are not above the law. They authorized their own EEO Manager Hallie B. Albert to come over to my work site and threaten, intimidate, harass and discriminate against me. They authorized those four primarily straight, white, women to personally attack and retaliate against me for my multiple discrimination complaints/reports. It was EEO Albert (straight, white), HR Revore (straight, white), Supervisor Gruber (straight, white) and Dir. Moughamian (straight, white mix). We know that to be true and a fact, as UCSF Senior Counsel Kate Mente provided us with that exact cause. See below 10/3 EEO Attachment.

It should be noted, they allowed me no protection or safety, denied me my rights, and engaged me with all the power and control that they were vested in by the City of San Francisco as DPH and the State of CA as UCSF.

Directors Callahan, Gard and Wagner are responsible for my fraudulent termination. They gave the approval for City EEO Manager Albert to retaliate and attack me with reckless indifference in my 10/3 meeting with the respondents. I'm attaching that document too.

I'll look forward to meeting with you next week, when you gain some time on your calendar please. Thank you.

Stephen Malloy

Dept. of Public Health (DPH), Medical Respite Sobering Center (MRSC)
Violations of Law, Policy & Contract with UCSF Citywide – Malloy 12/31/18

On 4/2/18 DPH MRSC Respondents: Charge Nurse Megan Kennel, Dir. Alice Moughamian, & Dr. Kelly Eagen, hired Malloy as their Contract Patient Navigator through UCSF Citywide. The respondents had participated equally with their contractor in the hiring process, as Malloy would be working under their supervision and management too at MRSC aka Sobering Center. See Veteran Hire Attachment.

On 8/1/18 the respondents suggested, agreed to and signed off on Malloy's promotion to full-time as their Contract Patient Navigator based upon his excellent work. UCSF HR maintains the files of all interview notes and approvals at the contract agreement requires for both Malloy's hire and promotion.

On 8/17, 9/6, 9/27, and multiple other occasions through the month of September the respondents were informed by Malloy in his reports, complaints and conversations with them of protected activity based on discrimination.

The discrimination, harassment and verbal/physical abuse was based on Malloy's own experience and that of DPH MRSC nurses and staff who reported to him and asked for assistance in stopping the sex, race/color, sexual orientation, age, gender, protected veteran status, and 4 distinct instances of harmful client clinical practice.

On 9/27 from 7:30-9:30pm, a conversation of concerted activity concerning discrimination between DPH MRSC Nurse Sanchez, Ali, Casey, Asst. Tonya +2 took place. Nurse Sanchez initiated the conversation by asking Malloy a number of race, cultural and discrimination questions after his discrimination meeting with Supervisor Gruber.

All Respondents listed here:

DPH Nurse Sanchez, and Charge Nurse Megan Kennel initiated a reverse discrimination and harassment charge against Malloy with their fellow respondents: DPH EEO Manager Hallie B. Albert, Dir. Alice Moughamian, Dr. Kelly Eagen & UCSF Valerie Gruber, Fumi Mitsuishi and Connie Revore after the 9/27 7:30pm mtg.

They did not inform Malloy of this illegal and fraudulent investigation they started on the evening of 9/27 until 10/2 at 9am. The respondents did this because they are the management team and knew that Malloy was to receive his permanent job award on 10/2 after successfully completing his probation.

By nefariously waiting until 10/2 they were able to execute Malloy with an administrative lynching due to their malice, animus and reckless indifference against him by engaging in willful misconduct that was negligent, breached their fiduciary contract duty, discriminated, harassed, retaliated and violated numerous policies, laws and VEVRAA rights of Malloy.

My probationary release was a fraud and required coordinated efforts across city and state contracts/respondents to execute Malloy. I filed a complaint with Dir. Micki Callahan and Susan Gard on 12/17, it also includes a sexual harassment complaint. I have received not one call or follow-up.

The continuing discrimination and retaliatory actions, to include silence/no communication, by my respondents and their leadership; leads me to believe that top managers within the City County of San Francisco (CCSF) authorized the fraud and retaliation against me. Therefore, I am now including CCSF Dir. of Human Resources Micki Callahan and Susan Gard, as well as Dir. of Public Health Greg Wagner as respondents. In order for Dr. Mitsuishi who runs Citywide and Dr. Eagen who runs MRSC to agree to this wrongful termination, it meant they had to have a coordinated agreement to allow the City of San Francisco, to utilize their EEO Manager in Hallie B. Albert to effect it. That would have required Directors Callahan, Gard and Wagner to execute per policy. Therefore, they are complicit in my fraudulent termination and responsible for the actions of their DPH MRSC and HR respondents. I am disgusted to say the least. I am seeking max penalties against all respondents and termination.

Client Policy Fail/Fraud:

DPH Client Behavior Policy & Corrective Measures

<https://www.sfdph.org/dph/files/CBHSPolProcMnl/1-3-09-03-BH5-Policy-Client-Violence-in-Adult-and-Older-Adult-Programs.pdf>

UCSF Client Behavior Policy

<https://safety.ucsf.edu/workplace-violence-prevention>

1. Respondents retaliated by engaging in false statements, omissions, and misrepresentation of material facts in manufacturing a fraudulent probationary release.
2. Respondents did not comply with client behavior policy and corrective measures.
3. Respondents did not protect their own DPH Staff nor Malloy their contractor from discrimination and violated our rights to be free of workplace abuse, discrimination, retaliation, harassment and my VEVRAA right.

Probationary Policy Fail/Fraud:

<https://www.ucop.edu/local-human-resources/files/policies/ppsm/ppsm22.pdf>

<https://policy.ucop.edu/doc/4010396/PPSM-22>

1. Respondents retaliated by engaging in false statements, omissions, and misrepresentation of material facts in manufacturing a fraudulent probationary release.

2. VII. Extending The Probationary Period: "...The probationary employee shall be informed in writing by his or her immediate supervisor the reason for, and the period of, any extension of probationary status at least seven (7) calendar days prior to the extension of the original effective date."

A. I was not notified 7 days in advance. I was notified 10/2 and fired 10/10.

B. I purposefully was not told that I had been extended. The respondents started investigating me Thursday evening 9/27 to Tuesday Oct. 2. The respondents willfully engaged in negligent and fraudulent conduct by choosing to omit and misrepresent that fact. They did not notify me until 10/2.

C. That omission was willful misconduct to effect a fraudulent probationary release, as the award of my permanent status at UCSF was 10/2.

D. The extension letter did not comply with policy. No reason was stated. See Extension 10/2 & 10/10 Attachment. They maintained a false and fraudulent investigation that was not disclosed or defined to me until 10/3.

E. Proof of this is the next day on 10/3, the respondents retaliated again with a reverse discrimination and harassment charge leveled by DPH City EEO Manager Hallie B. Albert, Dir. Moughamian, HR & Air Force Commander Revore, and Supervisor Gruber. See my 10/3 Albert Attachment.

3. VI. PROBATIONARY PERIOD APPRAISAL FAIL: "An employee serving a probationary period should receive a written performance appraisal conducted by his or her immediate supervisor approximately thirty (30) calendar days prior to the completion of his or her probationary period."

A. No review was given by Supervisor Gruber. My personnel is clean. I have no adverse actions in 2.5 years of working at UCSF. I am a model employee who works hard and cares about my clients.

UC/UCSF Policy Fail/Fraud:

<https://policy.ucop.edu/doc/4000376/DischHarassAffirmAction>

<https://www.ucop.edu/academic-personnel-programs/files/aom/aom-035.pdf>

*Protected Classes: Race/Color, age, protected veteran/VEVRAA, sex, Cis-Gender-Expression-Identity & sexual orientation.

8

1. Respondents stole my rights, job and retaliated against me for filing complaints/reports of protected activity.

2. They failed to follow all policy sections: *Discrimination, Harassment, Employment Practices, Sexual Harassment, Retaliation, Complaints, Affirmative Action, Pay, Policy Compliance, Policy Noncompliance (I'm still being attacked! No Integrity. No Confidentiality.), Procedures & Complaint Process.

3. Respondents failed to follow the complaint procedure:

A. "Supervisors must report complaints of discrimination or harassment to a designated representative at the relevant location so that the claim may be resolved internally if possible."

B. DPH City EEO Manager Hallie Albert, had never been informed of my protected activity complaints. Albert's 10/3 meeting with me was unlawful and fraudulent. *It never should have been allowed, because the respondents refused to follow the complaint procedure and conduct an investigation.*

C. HR Air Force Commander Connie Revore, had never been informed of my protected activity reports until 10/2. See my 9/6 Attachment, the last page, where I informed Revore after my meeting with her and Gruber on 10/2 in an email. Revore, Mitsuishi, Fuller & Gruber are responsible and should be terminated for this willful, retaliatory, malicious, fraud they conducted with reckless disregard and outrageous emotional duress towards me. They attacked me.

No one from DPH or UCSF came to my aide. Everyone attacked me, and they did it because I was different...black...gay...military...cis-gender...older...culturally different than they were and to hear the truth from my mouth was too much for their prejudiced, discriminate and racist cabal. Absolutely horrendous conduct in 2018 at America's most selective medical university, that receives nearly \$500 million federal dollars of contract funding a year and has <1% veterans against a benchmark of 6.4%. Horrendous. Debarment.

All of Revore and the respondent's actions are unethical, fraudulent and breach all contracts, policies and laws to include: Title VII, EEO, VEVRAA laws of nondiscrimination, retaliation, affirmative action, etc.

At that moment, upon realizing they had not followed proper complaint procedure policies, violated my rights and were retaliating against me, Revore et al should have stopped. They all chose to retaliate and commit fraud. They are liars. They are frauds. They are nefarious. This is why I am seeking max penalties to include

9

termination for each respondent. They are racist, discriminatory, bigots who have no place being in positions of responsibility. Period.

City EEO Policy Fail:

<https://sfidhr.org/sites/default/files/documents/EEO/Equal-Employment-Opportunity-Policy-English.pdf>

1. Respondents stole my rights, job and attacked me for filing, complaints/reports of protected activity.

2. They failed to follow the policy: Discrimination, Harassment, Sexual Harassment, Retaliation, Responsibility & Complaint Procedures.

3. Respondents failed to follow the responsible complaint procedures:

A. "If a complaint is made to a supervisor, or if a supervisor becomes aware of potential discrimination, harassment, or retaliation, the supervisor must immediately report it to the department's EEO or Human Resources personnel."

B. "Departments must report all complaints of discrimination, harassment, and retaliation to the Human Resources Director within five days of becoming aware of such complaints."

Sexual Harassment Policy Fail with both UCSF & DPH. No one has talked to me in 70+ days. Shameful.

1. Respondents failed to protect me. See my sexual harassment complaint attachment.

<https://policy.ucop.edu/doc/4000385/5V5H>

"Sexual Harassment is...unwelcome verbal, nonverbal conduct of a sexual nature when:

- a. Quid Pro Quo, a person's submission to such conduct is implicitly or explicitly made the basis for employment decisions...advancement...
- b. Hostile Environment: such conduct is sufficiently severe or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in...employment...and creates an environment that a reasonable person would find to be intimidating or offensive."

<https://sidhr.org/sexual-harassment-policy>

"(a) Verbal conduct which is sexual in nature and unwelcome, e.g., epithets, jokes, comments...which are unwelcome;

(c) Nonverbal behavior which is sexual in nature and unwelcome, e.g., staring, leering, lewd gestures...

(B) Ignoring the complainant or witness"

10

UC/UCSF Policy Fail/Fraud:

1. Respondents were bullies, unethical, demonstrated no principals and engaged in willful misconduct against me for filing complaints/reports of protected activity.

Bullying

<http://policy.ucop.edu/doc/4000647/AbusiveConductAndBullying>

Ethics

<http://policy.ucop.edu/doc/1100172/EthicalValuesandConduct>

Community

<https://www.ucsf.edu/about/principles-community>

Conduct

<http://chancellor.ucsf.edu/UCSFCCOC.pdf>

Injuries & Damages:

The respondents are the direct cause of a number of physical, mental and emotional painful injuries and damages to me, particularly they are the direct cause of my military trauma PTSD activating me onto disability. I'm disgusted.

Violation of Drugfree Workplace Laws:

In addition, the respondents violated UCSF/City/State and Federal Workplace Drug Free Laws. They dispensed alcohol from the nurse's office and allowed clients to hold/carry alcohol in and out of the facility. They also historically never established security to prevent drinking and drug use which occurred at the facility. Simply ask the janitorial crew, nurses or clients. This was during my entire work history from April to October and I informed Supervisor Gruber of this. No corrective measures. Fail. See my EMSA Attachment. Why has there been no discipline, terminations for this offense? it is illegal.

Federal Violation

<https://webapps.dol.gov/elaws/asp/drugfree/require.htm>

State Violation

https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=8355

UC/UCSF & City violation

<http://policies.ucsf.edu/policy/200-31>

For more details see my attachments:

1. Original OPHD 10/17 Complaint.
2. UCSF-DPH Law-Policy-Misconduct Fact Sheet.
3. Case Timeline & EEOC/HHS Fact Sheet.
4. Respondents & Witnesses.

11

*Vice-Provost Alldredge, I'd like to review the 4 cases of discrimination/harmful clinical practice that Mitsubishi, Gruber, Kennel, Moughamian and Eagen are guilty of by against my clients.

*I also want to discuss the current and systemic racism and discrimination that Dr. Mitsubishi and HR Mgr. Air Force Commander Revore are causing against my communities of concern at UCSF Citywide.

SOTF Complaint 19140
Exhibit 5

Reply Reply All Forward
Fri 11/15/2019 1:57 AM

G grovestand2012@gmail.com

SOTF Request for Malloy DHR Appeal to Supervisor of Records 11-15-19 Fwd: Records Request Immediate Disclosure

To PublicRecords, DHR (HRD); SOTF, IBO5; grovestand2012@gmail.com
Follow up, Completed on Monday, January 13, 2020.

 Malloy Information Request 1.pdf 238 KB	 Malloy Information Request 2.pdf 338 KB	 Malloy Information Request 3.pdf 301 KB

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Mr. Voong of Dept. Human Resources Custodian:

A. If I am citing the following two CA Codes you called into administration correctly, these represent your reasoning to exempt my records and to keep the people's record by their public officials secret.

1. CA Statuette 6254(k):

"Any record which is privileged under other law is exempt from disclosure under Section 6254(k) of the Public Records Act. Thus, all the Evidence Code privileges for attorney-client communications, communications between a patient and physician, etc. are also exempt from disclosure under the Public Records Act."

2. You also cite Cal. Gov. Code §6254(p)(2):

"Records of local agencies related to activities governed by Chapter 10 (commencing with Section 3500) of Division 4, that reveal a local agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy, or that provide instruction, advice, or training to employees who do not have full collective bargaining and representation rights under that chapter.

This paragraph shall not be construed to limit the disclosure duties of a local agency with respect to any other records relating to the activities governed by the employee relations act referred to in this paragraph."

B. I respectfully disagree. The Sunshine Ordinance is clear re: your contention to exempt the people's record of what the following DPH & DHR Leaders conducted:

- DPH Dir. Greg Wagner
- From: Callahan, Micki (HRD)
Sent: Wednesday, January 02, 2019 10:23 AM
To: Gard, Susan (HRD);
Howard, Kate (HRD)
Cc: Buick, Jeanne (HRD);
Luong, Susanna (HRD);
Simon, Linda (HRD)

I charge those officials and more I may not know about, as you redacted the records, conspired and colluded unlawfully in violation of City EEO & Sexual Harassment Laws that were denied as my equal rights.

I remind you Mr. Voong, that Per the City EEO & Sexual Harassment Policy:

EEO Policy

<https://sfdhr.org/equal-employment-opportunity-policy>

Discriminating against, or harassing City and County of San Francisco (City) employees, applicants, or persons providing services to the City by contract, including supervisory and non-supervisory employees, because of their sex, race, age, color...physical disability, mental disability, sexual orientation, gender, gender identity, gender expression, military and veteran status, or other protected category under the law is prohibited and unlawful.

Sexual Harassment Policy

<https://sfdhr.org/sexual-harassment-policy>

(3) It is further the policy of the City and County of San Francisco to take reasonable steps, in accord with State and federal laws, to provide its employees with a workplace free of sexual harassment by non-employees, including, but not limited to: contractors and subcontractors of the City and County of San Francisco...

(2) Examples of behavior which may, in accord with State and federal laws, constitute sexual harassment, include, but are not limited to, the following:

(B) Verbal conduct which is sexual in nature and unwelcome, e.g., epithets, jokes, comments ...

(C) Nonverbal behavior which is sexual in nature and unwelcome, e.g., staring, leering, lewd gestures;

Examples of retaliation may, in accord with State and federal laws, include, but are not limited to, the following:

...(B) Ignoring the complainant or witness;

(C) Spreading rumors and innuendoes about the complainant or witness...

(E) Sabotaging of tools, materials or work of the complainant or witness; and

(F) Withholding work-related information from the complainant or witness...

I was to be afforded these equal rights and protections that were stripped from me by these leaders, because I was the People's Patient Navigator and their only Black, Gay, Senior, Disabled Veteran serving in that capacity for the City.

I charge that your redactions are a cover Mr. Voong and not a lawful exercise under CA Code.

Your actions demonstrate that when the above named Public City Officials were confronted by me, that those primarily straight-civilian-privileged and powerful white men and women utilized their public power and influence to not only wrong and damage the People's Patient Navigator Stephen Malloy but deny other Black/Brown, LGBTQII and Protected Veterans their equal rights and protections too.

The officials did this in secret, because I disclosed the protected discrimination reports that you read in your records release. Protected Disclosures where I – repeatedly – tried to get those City leaders to give relief & remedy to Black, Gay and Female workers who were being abused and discriminated against in a hostile work environment.

I charge you are not redacting Mr. Voong, you are covering for illegal and official misconduct by those City Officials who ignored the people's law and rights afforded to us workers. I compel you not to hold secrets of illegal activity by public officials that demonstrates their violation of policy and law. I compel you not to hold the secrets, of what your redactions infer from my vantage point, of the people's right to know.

You are holding the secrets of those public officials and that wrong-doing is not allowed to be withheld from the people in secret Mr. Voong.

You are therefore covering for reprisal against the People's Patient Navigator Stephen a Malloy and tampering-pilfering-and willfully obscuring official, willful and outrageous misconduct by your failure to release the full records sir.

1. Your first contention of attorney-client privilege under CA Statuette 6254(k) fails.
2. I am not involved in any litigation with the City sir. And, at the time of the email on or about 1-2-18 there was no contact with the City Attorney.
3. Therefore under the Sunshine Ordinance per Section 67.24(b) Mr. Voong, I request that as the people's custodian you release the redacted records:

"(b) Litigation Material.

(1) Notwithstanding any exemptions otherwise provided by law, the following are public records subject to disclosure under this Ordinance:

(i) A pre-litigation claim against the City;

(ii) A record previously received or created by a department in the ordinary course of business that was not attorney/client privileged when it was previously received or created;"

4. The ordinance is clear, the communications that were redacted are from January 2, 2019. They were not attorney/client privileged when they were created, therefore I compel you as the people's custodian to not keep them secret and release them to the public.

C. Your 2d contention invoked Cal. Gov. Code §6254(p)(2). This also fails under the Sunshine Ordinance sir.

1. Per 67.24 Public Information Must be Disclosed:

"(c) Personnel Information. None of the following shall be exempt from disclosure under Government Code Section 6254, subdivision (c), or any other provision of California Law where disclosure is not forbidden..."

(7) The record of any confirmed misconduct of a public employee involving personal dishonesty, misappropriation of public funds, resources or benefits, unlawful discrimination against another on the basis of status, abuse of authority, or violence, and of any discipline imposed for such misconduct."

2. 67.27 Justification of Withholding:

"...*(d)* When a record being requested contains information, most of which is exempt from disclosure under the California Public Records Act and this Article, the custodian shall inform the requester of the nature and extent of the nonexempt information and suggest alternative sources for the information requested, if available."

3. 67.1 Findings and Purpose

"...*(d)* The right of the people to know what their government and those acting on behalf of their government are doing is fundamental to democracy, and with very few exceptions, that right supersedes any other policy interest government officials may use to prevent public access to information. Only in rare and unusual circumstances does the public benefit from allowing the business of government to be conducted in secret, and those circumstances should be carefully and narrowly defined to prevent public officials from abusing their authority.

(e) Public officials who attempt to conduct the public's business in secret should be held accountable for their actions. Only a strong Open Government and Sunshine Ordinance, enforced by a strong Sunshine Ordinance Task Force, can protect the public's interest in open government.

(f) The people of San Francisco enact these amendments to assure that the people of the City remain in control of the government they have created..."

D. Mr. Voong, per my above citations, I therefore do not except your contention that the people's business of City DHR Officials concerning its lone Patient Navigator Stephen Malloy, who was merely in an entry level position, is so rare and narrowly defined that it remain secret.

E. I also do not except that there are no more records than a few emails in January 2, 2019. Where are the emails and records from Feb., March, April...thru Present Day as I requested Mr. Voong?

1. Furthermore, I charge that the redactions are not in compliance with the People's Business as outlined 62.27.

2. In fact, I charge that the City DPH & HR Officials of the responsive emails I can see in your release, in concert with City Attorney Herrera and Jonathan Yank, are engaging in official misconduct.

3. Per SEC. 67.34. WILLFUL FAILURE SHALL BE OFFICIAL MISCONDUCT.

"The willful failure of any elected official, department head, or other managerial city employee to discharge any duties imposed by the Sunshine Ordinance, the Brown Act or the Public Records Act shall be deemed official misconduct. Complaints involving allegations of willful violations of this ordinance, the Brown Act or the Public Records Act by elected officials or department heads of the City and County of San Francisco shall be handled by the Ethics Commission."

4. As the custodian of DHR Mr. Voong, I believe the officials named and others I do not know of who are working with you on the secret redactions, are in fact tampering and pilfering through the people's public record concerning their Patient Navigator Stephen Malloy who exposes discrimination, abuse and misconduct in a series of protected disclosures that said officials have failed to ensure relief and remedy as required by their official positions.

F. I therefore request thru SOTF an Administrative Appeal to the "Supervisor of Records" of your decision to withhold some of the people's records concerning Stephen Malloy from them, in secret. Per 67.21 of the ordinance:

"(d) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b), the person making the request may petition the supervisor of records for a determination whether the record requested is public. The supervisor of records shall inform the petitioner, as soon as possible and within 10 days, of its determination whether the record requested, or any part of the record requested, is public. Where requested by the petitioner, and where otherwise desirable, this determination shall be in writing.

Upon the determination by the supervisor of records that the record is public, the supervisor of records shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the supervisor of records shall notify the district attorney or the attorney general who shall take whatever measures she or he deems necessary and appropriate to insure compliance with the provisions of this ordinance."

SOTF Ms. Leger,

May I know that my Appeal to the Supervisor of Records is being forwarded and actionable?

Thank you,

Stephen Malloy
Grovestand2012@gmail.com
310-428-7005

SOTF Complaint 19140
Exhibit 6

SL Simon, Linda (HRD)

FW: Confidential Attorney Client communication: Steven Malloy "Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud.

To: Voong, Henry (HRD)

FYI, in response to Steven Malloy's public request.



Linda C. Simon
Director, EEO and Leave Programs
(she, her, hers)
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4837
Website: www.sfdhr.org

From: Albert, Hallie (DPH)
Sent: Wednesday, January 02, 2019 6:23 PM
To: Simon, Linda (HRD)
Cc: Weigelt, Ron (DPH); Simmons, Rhonda (DPH)
Subject: Re: Confidential Attorney Client communication: Steven Malloy "Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18."

Just saw Glenn's email and I will wait to hear from him.

Thanks,
Hallie

Get Outlook for iOS

From: Albert, Hallie (DPH) <hallie.albert@sfdph.org>
Sent: Wednesday, January 2, 2019 6:22 PM
To: Simon, Linda (HRD)
Cc: Weigelt, Ron (DPH); Simmons, Rhonda (DPH)
Subject: Re: Confidential Attorney Client communication: Steven Malloy "Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18."

Hi Linda:

When we spoke about this a few weeks ago, I explained that the complainant is a UCSF employee. I spoke with Glenn today, explaining the same. My understanding is that UCSF employees cannot file complaints with the City.

Can you explain what you mean by DPH EEO is handling? I didn't receive any directive from DHR (e.g. to draft a closure letter).

Thanks,
Hallie

Get Outlook for iOS

From: Simon, Linda (HRD) <linda.simon@sfgov.org>
Sent: Wednesday, January 2, 2019 5:39 PM
To: Gard, Susan (HRD); Weigelt, Ron (DPH); LEVY, GLENN (CAT)
Cc: OFIERSKI, RAFAL (CAT); VAN NOSTERN, JULIE (CAT); Albert, Hallie (DPH); Simmons, Rhonda (DPH); Rykowski, Maggie (DPH); Wagner, Greg (DPH)
Subject: RE: Confidential Attorney Client communication: Steven Malloy "Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18."

Correction, DPH EEO is handling the EEO complaint.



Linda C. Simon
Director, EEO and Leave Programs
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4837
Website: www.sfdhr.org

SOTF Complaint 19140
Exhibit 6

From: Gard, Susan (HRD)
Sent: Wednesday, January 02, 2019 1:48 PM
To: Weigelt, Ron (DPH); LEVY, GLENN (CAT)
Cc: OFIERSKI, RAFAL (CAT); VAN NOSTERN, JULIE (CAT); Albert, Hallie (DPH); Simmons, Rhonda (DPH); Rykowski, Maggie (DPH); Wagner, Greg (DPH); Simon, Linda (HRD)
Subject: RE: Confidential Attorney Client communication: Steven Malloy "Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud, Malloy 12-31-18."

DHR's involvement is as follows:

- Linda Simon, DHR's EEO director, is handling the discrimination complaint on this end. I added her to the email group.
- I was looking into his allegation that he hand-delivered a PRA request to DHR's office on Monday, Dec. 17. We have no record of that happening.

At this time, I have no further role, so you can take me off the email group.

Best,



Connecting People with Purpose

Susan Gard, Chief of Policy
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 551-8942
Website: www.sfdhr.org

From: Weigelt, Ron (DPH) <ron.weigelt@sfdph.org>
Sent: Wednesday, January 02, 2019 1:17 PM
To: LEVY, GLENN (CAT) <Glenn.Levy@sfcityattv.org>
Cc: OFIERSKI, RAFAL (CAT) <Rafal.Ofierski@sfcityattv.org>; VAN NOSTERN, JULIE (CAT) <Julie.Van.Nostern@sfcityattv.org>; Albert, Hallie (DPH) <Hallie.Albert@sfdph.org>; Simmons, Rhonda (DPH) <rhonda.simmons@sfdph.org>; Gard, Susan (HRD) <susan.gard@sfgov.org>; Rykowski, Maggie (DPH) <maggie.rykowski@sfdph.org>; Wagner, Greg (DPH) <greg.wagner@sfdph.org>
Subject: Re: Confidential Attorney Client communication: Steven Malloy "Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud, Malloy 12-31-18."

Will do. You summarized it well. I just have to figure out who has been working on it and where we are at.

Sent from my iPhone

On Jan 2, 2019, at 1:02 PM, Levy, Glenn (CAT) <Glenn.Levy@sfcityattv.org> wrote:

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Hi, Ron. Thanks for forwarding these items. I don't understand the overall context from the email chain below. Can someone please provide a brief summary (you can also call me to discuss) so that I can work with Julie and Rafal to determine what we recommend from a legal perspective? As best I can tell, someone who was a contractor or employee since the end of 2017 who is also a US Veteran was let go and isn't happy about how things transpired. To the extent that Julie and Rafal are already keyed in on the details, just let me know and I can reach out to them. Thanks!

-Glenn
(415) 554-4219

From: Weigelt, Ron (DPH) <ron.weigelt@sfdph.org>
Sent: Wednesday, January 02, 2019 12:49 PM
To: Ofierski, Rafal (CAT) <Rafal.Ofierski@sfcityattv.org>; Levy, Glenn (CAT) <Glenn.Levy@sfcityattv.org>
Cc: Albert, Hallie (DPH) <Hallie.Albert@sfdph.org>; Simmons, Rhonda (DPH) <rhonda.simmons@sfdph.org>; Gard, Susan (HRD) <susan.gard@sfgov.org>; Rykowski, Maggie (DPH) <maggie.rykowski@sfdph.org>; Wagner, Greg (DPH) <greg.wagner@sfdph.org>
Subject: Confidential Attorney Client communication: Steven Malloy "Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud, Malloy 12-31-18."

We will need some legal assistance in responding as DPH and or DHR. Or, since his email is to the HRC, we could wait on them to respond or become involved?

Ronald Weigelt, DPH HR Director, (415)554-2592
Senior Professional Human Resources Certification, MPA
*This email is official communication intended for specific recipient's. If the email was misdirected to you, delete the email and contact the sender.
Happiness is in the joy of achievement and the thrill of creative effort - Franklin D Roosevelt*

From: Wagner, Greg (DPH)
Sent: Wednesday, January 2, 2019 11:44 AM
To: Weigelt, Ron (DPH) <ron.weigelt@sfdph.org>; Rykowski, Maggie (DPH) <maggie.rykowski@sfdph.org>
Subject: FW: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud, Malloy 12-31-18.

SOTF Complaint 19140
Exhibit 6

From: sg m <grovestand2012@gmail.com>
Sent: Monday, December 31, 2018 8:36 PM
To: Oglander, Matthew (HRC) <matthew.oglander@sfgov.org>
Cc: Melara, Francisco - OFCCP <melara.francisco@dol.gov>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; Wagner, Greg (DPH) <greg.wagner@sfdph.org>; Gard, Susan (HRD) <susan.gard@sfgov.org>; Rodriguez, Luis @dol.gov; Brian, Alldredge (UCSF) <Brian.Alldredge@ucsf.edu>; Willoughby, Tanisha <Tanisha.Willoughby@ucsf.edu>; Sacramento, Nyoki <Nyoki.Sacramento@ucsf.edu>; stephen grove <grovestand2012@gmail.com>
Subject: Directors Callahan, Gard, Wagner & Dept. of Public Health, Sobering Center Policy-Law-Fail/Fraud. Malloy 12-31-18.

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Hi Matt,

This is a similar report to the one I provided earlier, except it focuses on the Dept. of Public Health Respondents. I am including the attachment showing how my contract relationship is established with the Dept. of Public Health all the way back to Nov. 2017 when they began recruiting me as a protected veteran for the Patient Navigator job.

Leger, Cheryl (BOS)

From: Voong, Henry (HRD)
Sent: Tuesday, January 14, 2020 4:56 PM
To: SOTF, (BOS)
Cc: Tugbenyoh, Mawuli (HRD)
Subject: RE: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140

Good Afternoon,

DHR respectfully requests an extension to respond to this complaint. DHR takes this complaint seriously and is working diligently on a response to address the complaint.

Thanks,



Connecting People with Purpose

Henry Voong, Classification and Compensation
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4802
Website: www.sfdhr.org

From: SOTF, (BOS) <sotf@sfgov.org>
Sent: Tuesday, January 07, 2020 10:40 AM
To: Gard, Susan (HRD) <susan.gard@sfgov.org>; Voong, Henry (HRD) <henry.voong@sfgov.org>
Cc: Stephen <grovestand2012@gmail.com>
Subject: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140

Good Afternoon:

The Department of Human Resources has been named as a Respondent in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
2. Date the relevant records were provided to the Complainant.
3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges:
Complaint Attached.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724



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Leger, Cheryl (BOS)

From: Stephen <grovestand2012@gmail.com>
Sent: Wednesday, January 22, 2020 1:59 AM
To: SOTF, (BOS)
Cc: Stephen Malloy
Subject: * All Docs set. Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140

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*I already sent the DPH Docs today before 5pm.

And, DHR is in hand.

We're set across the board. All good.

Thank you.

On Jan 22, 2020, at 1:15 AM, Stephen <grovestand2012@gmail.com> wrote:

Thank you Cheryl.

I stand with my complaint and the documents I provided, to go forward.

I understand it may not make your complaint committee timeframe, but I'll forward the fact sheet for DPH tomorrow, like I provided for FIRE, DPH and the DA too.

It's organization helps work thru the violations.

Most appreciated,

Stephen

On Jan 21, 2020, at 8:40 AM, SOTF, (BOS) <sotf@sfgov.org> wrote:

Dear Stephen:

The email below and attachment are the DHR's Response to your complaint.

Cheryl Leger
415-554-7724

From: Voong, Henry (HRD) <henry.voong@sfgov.org>
Sent: Friday, January 17, 2020 5:20 PM
To: SOTF, (BOS) <sotf@sfgov.org>
Cc: Tugbenyoh, Mawuli (HRD) <mawuli.tugbenyoh@sfgov.org>
Subject: RE: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140

Good afternoon,

Apologies for the delay. DHR's response to complaint No. 19140 is attached.

Thanks,

<image001.png>

Henry Voong, Classification and Compensation
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4802
Website: www.sfdhr.org

Connecting People with Purpose

From: Voong, Henry (HRD)
Sent: Tuesday, January 14, 2020 4:56 PM
To: SOTF, (BOS) <sotf@sfgov.org>
Cc: Tugbenyoh, Mawuli (HRD) <mawuli.tugbenyoh@sfgov.org>
Subject: RE: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140

Good Afternoon,

DHR respectfully requests an extension to respond to this complaint. DHR takes this complaint seriously and is working diligently on a response to address the complaint.

Thanks,

<image001.png>

Henry Voong, Classification and Compensation
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4802
Website: www.sfdhr.org

Connecting People with Purpose

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To: Gard, Susan (HRD) <susan.gard@sfgov.org>; Voong, Henry (HRD) <henry.voong@sfgov.org>
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The Complainant alleges:
Complaint Attached.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

<image002.png>

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<1.17.2020 SOTF File 19140 Response.pdf>

Leger, Cheryl (BOS)

From: Stephen <grovestand2012@gmail.com>
Sent: Wednesday, January 22, 2020 1:15 AM
To: SOTF, (BOS)
Cc: Stephen Malloy
Subject: Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140

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Cheryl Leger
415-554-7724

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Sent: Friday, January 17, 2020 5:20 PM
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Henry Voong, Classification and Compensation
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4802
Website: www.sfdhr.org

Connecting People with Purpose

From: SOTF, (BOS) <sotf@sfgov.org>
Sent: Tuesday, January 07, 2020 10:40 AM
To: Gard, Susan (HRD) <susan.gard@sfgov.org>; Voong, Henry (HRD) <henry.voong@sfgov.org>
Cc: Stephen <grovestand2012@gmail.com>
Subject: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140

Good Afternoon:

The Department of Human Resources has been named as a Respondent in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
2. Date the relevant records were provided to the Complainant.
3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges:
Complaint Attached.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

<image002.png>

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<1.17.2020 SOTF File 19140 Response.pdf>

Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Tuesday, January 7, 2020 10:40 AM
To: Gard, Susan (HRD); Voong, Henry (HRD)
Cc: 'Stephen'
Subject: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140
Attachments: SOTF - Complaint Procedure 2019-10-02 FINAL.pdf; 19140 Complaint.pdf

Good Afternoon:

The Department of Human Resources has been named as a Respondent in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
2. Date the relevant records were provided to the Complainant.
3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges:
Complaint Attached.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724



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Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Monday, January 13, 2020 3:22 PM
To: '76434-70600365@requests.muckrock.com'; Heckel, Hank (MYR); '79182-05441065@requests.muckrock.com'; Gerull, Linda (TIS); 'D'Amato, Nina (TIS); '79356-20639593@requests.muckrock.com'; Nuru, Mohammed (DPW); Steinberg, David (DPW); 'S'; Vien, Veronica (DPH); Ludwig, Theresa (FIR); 'Con Rad'; Peters, Michelle (PUC); seamusthompson66@gmail.com; Cox, Andrew (POL); Makstman, Michael (TIS); Licudine-Barker, Arlene (TIS); 'Anonymous'; '80695-54486849@requests.muckrock.com'; 'Cote, John (CAT)'; '80239-52834911@requests.muckrock.com'; Hirsch, Bob (POL); Taylor, Damali (POL); Mazzucco, Thomas (POL); Hamasaki, John (POL); Elias, Cindy (POL); Brookter, Dion-Jay (POL); Campbell, Jayme (POL); Blackman, Sue (LIB); 'Kniha, Paul'; 'janine@majlabor.com'; '80368-97597279@requests.muckrock.com'; Rosenfield, Ben (CON); 'trebouxann@yahoo.com'; Krell, Rebekah (ART); '84031-44127205@requests.muckrock.com'; 'Scott, William (POL)'; Cox, Andrew (POL); Rodriguez, Brian (POL); Andraychak, Michael (POL); Bastian, Alex (DAT); '84162-44435865@requests.muckrock.com'; Cisneros, Jose (TTX); Buckley, Theresa (TTX); '84181-53996453@requests.muckrock.com'; '84168-39742724@requests.muckrock.com'; Carroll, Maryellen (DEM); '84164-62563184@requests.muckrock.com'; Maguire, Tom (MTA); 'Celaya, Caroline'; '84166-59035583@requests.muckrock.com'; Reiter, Rob (ADM); Mazzola, Lori (ADM); Miyamoto, Paul (SHF); Kelleher, William (SHF); '84182-48147675@requests.muckrock.com'; Kelly, Naomi (ADM); , ADMSunshinerequests (ADM); '84184-60623262@requests.muckrock.com'; 'Megan Bourne'; Campbell, Thomas (FAM); '84500-13253092@requests.muckrock.com'; Buick, Jeanne (HRD); Voong, Henry (HRD); Gard, Susan (HRD); Voong, Henry (HRD); '83872-25170468@requests.muckrock.com'; '84168-39742724@requests.muckrock.com'; Wilson, James (SHF); '83876-31149286@requests.muckrock.com'; Henderson, Paul (DPA); Rosenstein, Diana (DPA); Polk, Mary (DPA); Wargo-Wilson, Stephanie (DPA); Campbell, Jayme (POL); 'cjkohrs'
Subject: SOTF - Notice of Appearance to Determine Jurisdiction - Compliance and Amendments Committee; January 28, 2020

Good Afternoon:

Notice is hereby given that the Compliance and Amendments Committee of the Sunshine Ordinance Task Force shall hold hearings on complaints listed below to determine if the Task Force has jurisdiction pursuant to Administrative Code (Sunshine Ordinance), Section 67.21(e). A hearing to review the merits of the complaint will be scheduled on a future date.

The Complainant and Respondent are **NOT REQUIRED** to attend the January 28, 2020, Committee meeting but may attend to provide testimony related to the above listed determinations only.

Date: January 28, 2020

Location: City Hall, Room 408

Time: 4:30 p.m.

Complaints:

File No. 19091: Complaint filed by Anonymous against Mayor London Breed, the Office of the Mayor, Hank Heckel, Sean Elsbernd, Andres Power, Andrea Bruss, Marjon Philhour, Jeff Cretan, Sophia Kittler for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.21, 67.26, 67.27 and 67.29-7, by failing to respond to a request for public records in a timely and/or complete manner.

File No. 19094: Complaint filed by Anonymous against Linda Gerull and the Department of Technology for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25, 67.26 and 67.27 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19097: Complaint filed by Anonymous against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19109: Complaint filed by Stephen Malloy against Dept. of Public Health for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.24, 67.25, 67.26 and 67.27 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19110: Complaint filed by Stephen Malloy against the Fire Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.24, 67.25, 67.26 and 67.27 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19117: Complaint filed by Conrad Wu against the Public Utilities Commission for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.25 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19118: Complaint filed by Paul Ondik against the Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b), by failing to respond to a records request in a timely and/or complete manner.

File No. 19119: Complaint filed by Anonymous against the Department of Technology for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b), 67.26 and 67.27 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19120: Complaint filed by Anonymous against the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c), 67.26, 67.27, by failing to respond to a request for public records in a timely and/or complete manner; failing to justify withholding of records and failing to provide assistance.

File No. 19121: Complaint filed by Anonymous against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(k), 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner; withholding more than the minimum and failing to justify withholding.

File No. 19122: Complaint filed by Anonymous against City Librarian Michael Lambert and the Public Library for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19123: Complaint filed by Paul Kniha against the San Francisco Municipal Executive Association for allegedly violating Administrative Code, (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19125: Complaint filed by Anonymous against the Controller's Office for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c)(k), 67.26, 67.27, by failing to respond to a request for records in a timely and/or complete manner, failing to assist, withheld more than the minimally exempt portion of a public record, failing to justify withholdings with clear reference to exemption statute or case law and failing to provide an exact copy of records.

File No. 19126: Complaint filed by Ann Treboux against the San Francisco Arts Commission for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19128: Complaint filed by Anonymous against Chief William Scott, Sgt. Brian Rodriguez, Michael Andraychak and the Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25, 67.26, 67.27 and 67.29-7(a), by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19130: Complaint filed by Stephen Malloy against Chesa Boudin and the District Attorney's Office for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19131: Complaint filed by Anonymous against Jose Cisneros, Theresa Buckley and the Treasurer's Office for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.24, 67.26, 67.27, by failing to respond to a request for records in a timely and/or complete manner, failing to assist, withheld more than the minimally exempt portion of a public record.

File No. 19132: Complaint filed by Anonymous against Mary Ellen Carroll and the Department of Emergency Management for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19133: Complaint filed by Anonymous against Tom Maguire and the San Francisco Municipal Transportation Agency for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19134: Complaint filed by Anonymous against Rob Reiter and City Hall Building Management for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19135: Complaint filed by Anonymous against Vicki Hennessy and the Sheriff's Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19136: Complaint filed by Anonymous against Naomi Kelly and the Office of the City Administrator for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19137: Complaint filed by Anonymous against Thomas P. Campbell and the Fine Arts Museum for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25 and 67.34 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19138: Complaint filed by Stephen Malloy against the University of California, Regents of the University of California, for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19139: Complaint filed by Anonymous against Jeanne Buick, Henry Voong and the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.24, 67.26 and 67.27(a), by withholding public records.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

File No. 19141: Complaint filed by Anonymous against Chief William Scott and the Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19143: Complaint filed by Anonymous against Sheriff Vicki Hennessy, James Wilson and the Sheriff's Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.24, 67.25 and 67.27, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19144: Complaint filed by Anonymous against the Department of Police Accountability for allegedly violating Administrative Code (Sunshine Ordinance), Sections, 67.21, 67.24, 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19145: Complaint filed by Anonymous against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.5 and 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19146: Complaint filed by Anonymous against City Librarian Michael Lambert and the Public Library for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to request for public records in a timely and/or complete manner.

The agenda and packet material for the meeting is available online at the following link:

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

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Leger, Cheryl (BOS)

From: Stephen <grovestand2012@gmail.com>
Sent: Tuesday, January 21, 2020 1:55 PM
To: SOTF, (BOS)
Cc: Stephen Malloy
Subject: Re: 1-28-20 *Hearing Document Addition...Malloy SF HR Fact Sheet* SOTF - Complaint
Filed with the Sunshine Ordinance Task Force - File No. 19140

Hi Cheryl,

I see, only for the compliance & amendments committee 👍

Thank you. I was working off your earlier email that mentions you need any additional info. by 5pm today.

I have one more fact sheet for DPH that I will send today.

It's the same as my Fire, DA and DHR Fact Sheets. It just takes the committee through the points of failure with the SO.

SOTF - Notice of Appearance - Compliance and Amendments Committee; January 28, 2020 4:30 p.m.

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: January 28, 2020

Location: City Hall, Room 408

Time: 4:30 p.m.

Complainants: Your attendance is required for this

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, January 21, 2020.*

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724



than that these are just

On Jan 21, 2020, at 9:38 AM, SOTF, (BOS) <sotf@sfgov.org> wrote:

Dear Stephen:

I am in receipt of and thank you for your email and attachments. The hearing on 1/28/20 is for jurisdiction only; your matter is not scheduled for a hearing before the Complaint Committee. But if you want to come and see how cases are heard, you are welcome.

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724

<image001.png>

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From: S <grovestand2012@gmail.com>
Sent: Monday, January 20, 2020 11:48 PM
To: SOTF, (BOS) <sotf@sfgov.org>
Cc: PublicRecords, DHR (HRD) <dhr.publicrecords@sfgov.org>; Gard, Susan (HRD) <susan.gard@sfgov.org>; stephen grove <grovestand2012@gmail.com>
Subject: 1-28-20 *Hearing Document Addition...Malloy SF HR Fact Sheet* SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140

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

Hi Ms. Leger,

Please find my DHR Fact Sheet for my File 19140 Complaint below, with accompanying attachments (7-1-18 Contract/PERB City Misconduct Evidence Timeline/PERB Prima Facia Evidence.)

I will address them for the SOTF at the hearing, as well as gladly answer any questions they may have for me.

I attached them as both Word and PDFs.

Thank you,

Stephen Malloy

Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Thursday, February 6, 2020 2:12 PM
To: 79999-25916958@requests.muckrock.com; Megan Bourne; 80695-54486849@requests.muckrock.com; Cityattorney; Cote, John (CAT); Coolbrith, Elizabeth (CAT); JOHN HOOPER; Corgas, Christopher (ECN); Thompson, Marianne (ECN); Goldberg, Jonathan (DPW); Steinberg, David (DPW); S; McHale, Maggie (HRD); Voong, Henry (HRD); Callahan, Micki (HRD)
Subject: SOTF - Notice of Appearance - Complaint Committee: February 18, 2020; 5:30 p.m.

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Complaint Committee of the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: February 18, 2020

Location: City Hall, Room 408

Time: 5:30 p.m.

File No. 19113: Complaint filed by Anonymous against Jason Moment, Thomas Campbell and the Fine Arts Museum for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c)(k), 67.29-7(a)(c), 67.25, 67.26, 67.27, CPRA Government Code 6270.5-5, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner, failing to assist, failure to retain records, failing to record third party transactions, withholding and failure to justify withholding, failure to respond to a public records request in a timely and/or complete manner.

File No. 19120: Complaint filed by Anonymous against the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c), 67.26, 67.27, by failing to respond to a request for public records in a timely and/or complete manner; failing to justify withholding of records and failing to provide assistance.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by **5:00 pm, February 12, 2020.**

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

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Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Thursday, February 6, 2020 12:39 PM
To: WOLF, MARC (CAT); THOREEN, PEDER (CAT)
Subject: SOTF - Request for DCA Memo; File no. 19140; set 1 of 2
Attachments: Re: 1-28-20 *Hearing Document Addition...Malloy SF HR Fact Sheet* SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140; * All Docs set. Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140; Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140; 19140 Complaint.pdf; 19140 DHR Response.pdf; RE: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140; SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19140; 19140 SOTF Summary.docx; SOTF - Notice of Appearance to Determine Jurisdiction - Compliance and Amendments Committee; January 28, 2020

Dear Marc and Peder:

This is a request for a DCA Memo for file no. 19140. Attached are some of the materials, set 1 of 2. The one other document is 12,000 KB so I will send that in a separate email. This matter is scheduled to be heard February 18, 2020, so if you could get this memo to Victor by 2/11/20, that would be awesome. Thanks.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724



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Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Tuesday, August 18, 2020 12:33 PM
To: Steinberg, David (DPW); 79356-20639593@requests.muckrock.com; 76435-93915115@requests.muckrock.com; Cox, Andrew (POL); rwhartzjr@comcast.net; Vitusl@sfzoo.org; TanyaP@sfzoo.org; Buell, Mark (REC); annreboux@yahoo.com; Cote, John (CAT); BAUMGARTNER, MARGARET (CAT); CityAttorney (CAT); Licudine-Barker, Arlene (TIS); Gerull, Linda (TIS); Makstman, Michael (TIS); arecordsrequestor@pm.me; 80695-54486849@requests.muckrock.com; Cote, John (CAT); CityAttorney (CAT); WALSH, MOIRA (CAT); CLARK, JANA (CAT); SNODGRASS, WAYNE (CAT); SHEN, ANDREW (CAT); RUSSI, BRAD (CAT); RIES, DAVID (CAT); CABRERA, ALICIA (CAT); ZAREFSKY, PAUL (CAT); MINTY, SCOTT (CAT); GIVNER, JON (CAT); COOLBRITH, ELIZABETH (CAT); BUTA, ODAYA (CAT); 80239-52834911@requests.muckrock.com; Hirsch, Bob (POL); Taylor, Damali (POL); De Jesus, Peterkent (POL); Hamasaki, John (POL); cindy.n.elias@sfgov.org; Brookter, Dion-Jay (POL); Campbell, Jayme (POL); Patterson, Kate (LIB); Lambert, Michael (LIB); Krell, Rebekah (ART); 84031-44127205@requests.muckrock.com; Cox, Andrew (POL); Scott, William (POL); Rodriguez, Brian (POL); Andraychak, Michael (POL); SGM; Bastian, Alex (DAT); Boudin, Chesa (DAT); 84162-44435865@requests.muckrock.com; Cisneros, Jose (TTX); 84182-48147675@requests.muckrock.com; , ADMSunshinerequests (ADM); Kelly, Naomi (ADM); chancellor@ucsf.edu; 84500-13253092@requests.muckrock.com; Voong, Henry (HRD); Buick, Jeanne (HRD); McHale, Maggie (HRD); 83872-25170468@requests.muckrock.com; Scott, William (POL); 84168-39742724@requests.muckrock.com; Miyamoto, Paul (SHF); ckohrs@gmail.com; Youngblood, Stacy (POL); ctoles@kernlaw.com
Subject: SOTF - Waiver of the 45-Day Rule

Dear SOTF Petitioners, Respondents and other Stakeholders:

As you most likely know SOTF operations have been delayed over the last few months due to the Covid-19 emergency. The SOTF have started to conduct remote meetings via videoconference and are working to establish procedures to resume all operations including the processing of complaints.

While the Sunshine Ordinance requires that certain actions be taken within 45 days, the Covid-19 emergency has forced delays and immense new backlogs for complaint hearings. We write today to ask if you are willing to waive the 45 day rule for your complaint.

The SOTF intends to resume hearing complaints *on a limited basis and complaints will be queued* to be heard in the near future. We continue to work to address technical issues posed by remote meetings. We are aware of the time sensitivity of your records requests. Please be assured that the SOTF appreciates the urgency of your matters and the importance of handling them in a timely manner.

If you have further questions about your files or have other issues, please feel free to email the SOTF Administrator at the email below.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Cheryl.Leger@sfgov.org
Tel: 415-554-7724
Fax: 415-554-5163

Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Monday, September 7, 2020 2:34 PM
To: '80695-54486849@requests.muckrock.com'; 'Cote, John (CAT)'; COOLBRITH, ELIZABETH (CAT); Cox, Andrew (POL); '76435-93915115@requests.muckrock.com'; Ray Hartz Jr; vitusl@sfzoo.org; Buell, Mark (REC); 'TanyaP@sfzoo.org'; Lin-Wilson, Tiffany (REC); grovestand2012@gmail.com; McHale, Maggie (HRD); 'ckohrs@gmail.com'; 'ctoles@kernlaw.com'; Youngblood, Stacy (POL)
Subject: SOTF - Notice of Appearance - Complaint Committee: September 15, 2020, 5:30 p.m.

Good Afternoon:

Notice is hereby given that the Complaint Committee (Committee) of the Sunshine Ordinance Task Force (Task Force) shall hold hearings on complaints listed below to: 1) determine if the Task Force has jurisdiction; 2) review the merits of the complaints; and/or 3) issue a report and/or recommendation to the Task Force.

Date: September 15, 2020

Location: Remote Meeting

Time: 5:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19098: Complaint filed by Anonymous against Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19120: Complaint filed by Anonymous against the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c), 67.26, 67.27, by failing to respond to a request for public records in a timely and/or complete manner; failing to justify withholding of records and failing to provide assistance.

File No. 19101: Complaint filed by Ray Hartz against President Mark Buell and the Joint Zoo Committee for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.15(d), and 67.16, by failing to place the submitted 150-word summaries of Public Comment into the meeting minutes (Meeting of August 15, 2019).

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

File No. 19145: Complaint filed by Chris Kohrs against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.5 and 67.21, by failing to respond to a public records request in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least four (4) working days before the hearing. ***For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, September 10, 2020.***

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724



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Leger, Cheryl (BOS)

From: SOTF, (BOS)
To: Vien, Veronica (DPH); SGM; Paul A. Vander Waerdt; Schneider, Dylan (HOM); Cox, Andrew (POL); Scott, William (POL); 81412-71801448@requests.muckrock.com; 76435-93915115@requests.muckrock.com; cjkohrs; Youngblood, Stacy (POL)
Cc: Young, Victor (BOS); Somera, Alisa (BOS); Calvillo, Angela (BOS)
Subject: SOTF - Notice of Appearance, October 7 2020 - Sunshine Ordinance Task Force; 4:00 PM; remote meeting

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: October 7, 2020

Location: Remote meeting

Time: 4:00 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19080: Complaint filed by Paul A. Vander Waerdt against the Dept. of Homelessness and Supportive Housing for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.25, for failing to respond to an Immediate Disclosure Request in a timely manner.

File No. 19109: Complaint filed by Stephen Malloy against Dept. of Public Health for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.24, 67.25, 67.26 and 67.27 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19112: Complaint filed by Anonymous against Chief William Scott and Lt. R. Andrew Cox and the Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.25, 67.26, 67.27, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner, failing to respond to a public records request in a timely and/or complete manner; failing to justify withholding of records and failing to maintain a Proposition G calendar.

File No. 19098: Complaint filed by Anonymous against Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19145: Complaint filed by Chris Kohrs against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.5 and 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by **5:00 pm, September 30, 2020.**

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

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Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Friday, November 13, 2020 4:59 PM
To: 'r s'; Bourne, Megan (FAM); Heckel, Hank (MYR); '81242-04060798@requests.muckrock.com'; Breed, London (MYR); Breed, Mayor London (MYR); 'Anonymous'; Gerull, Linda (TIS); Makstman, Michael (TIS); Licudine-Barker, Arlene (TIS); 'JOHN HOOPER'; Thompson, Marianne (ECN); Steinberg, David (DPW); 'S'; McHale, Maggie (HRD); Voong, Henry (HRD)
Cc: Young, Victor (BOS); Somera, Alisa (BOS); Calvillo, Angela (BOS)
Subject: SOTF - Remote Meeting of the Sunshine Ordinance Task Force - Notice of Appearance, December 2, 2020; 4:00 PM
Attachments: SOTF - Complaint Procedure 2019-10-02 FINAL.pdf

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: December 2, 2020

Location: Remote Meeting

Time: 4:00 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19058: Complaint filed by Robert M. Smith against the Fine Arts Museum of San Francisco for violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19103: Complaint filed by Anonymous against Mayor London Breed, Hank Heckel and the Mayor's Offices for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25 and 67.26, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19119: Complaint filed by Anonymous against the Department of Technology for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b), 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by **5:00 pm, November 19, 2020.**

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

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Leger, Cheryl (BOS)

From: SOTF, (BOS)
To: 72056-97339218@requests.muckrock.com; COTE, JOHN (CAT); Cityattorney; Heckel, Hank (MYR); 72902-46637773@requests.muckrock.com; cjkohrs; Youngblood, Stacy (POL); S; McHale, Maggie (HRD); Callahan, Micki (HRD); Vu, Tyler (PDR); sanderies@andgolaw.com; Nicole Mitchell
Subject: SOTF - Notice of Appearance - Compliance and Amendments Committee; January 26, 2021 4:30 p.m.

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: January 26, 2021

Location: Remote meeting; participant information to be included on the Agenda

Time: 4:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

1. **File No. 19044:** Complaint filed by Anonymous against Dennis Herrera and the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 61.26, 61.27, Government Code Sections 6253, 6253.9 and 6255, by failing to respond to a public records request in a timely and/or complete manner.
2. **File No. 19047:** Complaint filed by Anonymous against Mayor London Breed, Hank Heckel and the Office of the Mayor for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.21 and 67.26 and 67.27 and Government Code (CPRA) 6253.9, 6253, and 6255, by failing to respond to a request for public records in a timely and/or complete manner.

3. **File No. 19145:** Complaint filed by Chris Kohrs against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.5 and 67.21, by failing to respond to a public records request in a timely and/or complete manner.
4. **File No. 19140:** Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.
5. **File No. 19114:** Complaint filed by Shane Anderies against Tyler Vu and the Public Defender's Office for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.24, 67.25, 67.26, 67.27 and 67.29 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). ***For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, January 20, 2021..***

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

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