

## SAN FRANCISCO PLANNING DEPARTMENT

## Memo to the Planning and Health Commissions

HEARING DATE: DECEMBER 3, 2015

Date:	November 24, 2015
Case No.:	2012.0403W
Project:	CPMC - 2013 Annual Compliance Statement
Project Sponsor:	Vahram Massehian
	California Pacific Medical Center
	Sr. Project Manager
	Enterprise Development
	633 Folsom Street, 1 <sup>st</sup> Floor
	San Francisco, CA 94107
Staff Contact:	Elizabeth Purl – (415) 575-9028
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Recommendation:	Informational Only

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## BACKGROUND

The item before you is an informational presentation in keeping with the Annual Review Process required by the Development Agreement (DA) with California Pacific Medical Center.

## **Annual Review Process**

The DA requires an annual review process to ensure that both the City and CPMC are in compliance with their respective obligations and that Community Benefits are being delivered. The annual review requires that CPMC submit an Annual Compliance Statement to the City no later than 150 days after the end of their fiscal year (currently, the calendar year). The City is then required to post CPMC's statement and receive public comment for 30 days. At the conclusion of the public comment period, the City has 45 days to publish a report on whether CPMC is in compliance with the Development Agreement. Both the Health and Planning Commissions will then hold public hearings on CPMC's compliance with 60 days' notice to the public. After these hearings, the Planning and DPH Directors will forward their findings onto an independent third party monitor. The monitor will have 30 days to review the findings and evidence of CPMC's compliance with the Commissions' findings. If the Directors find CPMC to not be in material compliance with the terms of the Development Agreement, they will immediately notify the City Attorney for consideration and pursuit of appropriate action in accordance with Chapter 56 of the Administrative Code and remedies outlined in the Development Agreement.

Per the City's Annual Report for the reporting period of January 1 – December 31, 2014, the findings indicate that CPMC was **in compliance** on each of the obligations contained in the DA. Many of the community benefit action item obligations and public funding payments are multi-year commitments and are still in progress of being completed.

**Issues to Highlight** 

There are four areas of concern for the upcoming 2015 compliance reporting period. These issues will be discussed in more detail during the presentation at the hearing.

- Anticipated 2014 Baseline Charity Care patients shortfall
  - The number of unduplicated charity care and Medi-Cal patients is projected to *not* meet the two year average required in the DA.
- Status of Tenderloin Medi-Cal Managed Care provider
  - There continues to be no eligible existing, or new, Tenderloin-serving primary care provider able to contract with Medi-Cal.
- Status of CityBuild Hiring Program Entry-level apprentice construction positions and First Source Hiring Program Entry-level non-construction positions shortfall
  - CPMC did not meet the goal for entry-level construction positions due to shortages in available local workers.
  - CPMC met the goal for entry-level non-construction positions in 2014. However, 2014 hiring did not overcome the 2013 hiring deficiency, which was rolled over and added to the 2014 annual hiring target.
- Health Services Systems and CPMC did not engage an agreed-upon actuary to evaluate negotiated fee for service increases.

Staff will respond to public comments contained in letters sent to the Planning Department on July 23, 2015 and November 24, 2015 during its presentation.

## **REQUIRED COMMISSION ACTION**

None; this is an informational hearing only.

## **RECOMMENDATION:** Informational Only

Attachments: CPMC Long Range Development Plan Development Agreement - 2014 Compliance Statement City Report Public Comments

# CALIFORNIA PACIFIC MEDICAL CENTER LONG RANGE DEVELOPMENT PLAN DEVELOPMENT AGREEMENT

## **ANNUAL CITY REPORT**

(JANUARY 1 – DECEMBER 31, 2014)

PUBLISHED: NOVEMBER 3, 2015



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## **Exhibits**

Acknowledgment: Effective Date & Finally Granted Date	Exhibit A
Workforce Fund Agreement	Exhibit B
Innovation Fund Agreement	Exhibit C
CPMC CLAS Policies	Exhibit D

## **Introduction – Annual City Report**

California Pacific Medical Center (CPMC) is made up of four campuses throughout San Francisco: California Campus, Pacific Campus, Davies Campus, and St. Luke's Campus. Through its operations of these medical facilities, CPMC provides substantial direct and indirect economic benefits to the City. It also provides essential health services to people of all ages from diverse ethnic, cultural, geographic, educational and socioeconomic backgrounds. Approximately two-thirds of CPMC's patients live in San Francisco, and CPMC provides healthcare services in connection to approximately 30 percent of the hospitalizations in San Francisco. CPMC is San Francisco's second largest non-public employer, and fourth largest employer overall, with over 6,000 employees.

State law (SB 1953) requires that all acute-care hospitals are seismically upgraded so that they are operational after a major earthquake. Three of CPMC's four acute-care hospitals must be rebuilt in order to comply with this law, including the hospitals at California, Pacific, and St. Luke's Campus. The Davies Campus was retrofitted in 2008, enabling this campus to accommodate acute-care hospital services until 2030.

To meet state law, CPMC will consolidate acute-care services from the Pacific and California Campuses into a new Cathedral Hill Campus at Geary and Van Ness. The project will also provide a new, seismically safe hospital at the St. Luke's Campus in the Mission, and a medical office building on the Davies Campus. These construction projects will increase the number of earthquake safe hospital beds in San Francisco, create 1,500 construction jobs, require the expenditure of over \$2 billion in total development, and improve healthcare access for San Franciscans.

The CPMC Project will also provide additional Community Benefits, including a commitment to rebuild St. Luke's Hospital, a community health care program, a transportation and transit program, a workforce development program, a public improvement program, and cash payments to provide for specific services, programs, and infrastructure.

To memorialize these Community Benefits, CPMC and the City entered into a Development Agreement (DA), which was approved by the Board of Supervisors in July 2013 and became effective on August 10, 2013. The approvals for the DA became finally granted two months later, November 8, 2013.

**Annual Review Process.** The DA requires an annual review process to ensure that both the City and CPMC are in compliance with their respective obligations and that Community Benefits are being delivered.<sup>1</sup> The annual review requires that CPMC submit an Annual Compliance Statement to the City no later than 150 days after the end of their fiscal year (currently, the calendar year). The City is then required to post CPMC's statement and receive public comment for 30 days. After the conclusion of the public comment period, the City must publish a report on whether CPMC is in compliance with the Development Agreement. Both the Health and Planning Commissions will then hold public hearings on CPMC's compliance with 60 days notice to the public. After these hearings, the Commissions will forward their findings onto an independent third party monitor. The monitor will have 30 days to review the findings and evidence of CPMC's compliance with the DA before sending a letter to the Board of Supervisors stating whether or not he or she concurs with the Commissions' findings.

<sup>&</sup>lt;sup>1</sup> CPMC DA Section 8.

This year's annual compliance schedule is as follows:

June 1, 2015	City receives copy of CPMC's 2014 Compliance Statement
June 25, 2015	Compliance Statement posted on Planning and Public Health Departments' websites
June 25, 2015	Planning Department sends notice to interested parties soliciting public comment
July 25, 2015	Public comment period closes
October 2, 2015	Planning Department sends Notice of Public Hearing to interested parties
November 3, 2015	City's Annual Report Published
** Fut	ure Dates Projected, Subject to Change**
December 3, 2015	Joint Health Commission and Planning Commission Hearing
January 3, 2016	Commissions' findings forward to third party monitor
February 3, 2016	Third party monitor issues letter to Board of Supervisors

**City Report.** This document is the City's Annual Report on CPMC's compliance, it contains findings of compliance on each of CPMC and the City's obligations contained in the DA. It also provides responses to comments received during the public comment period.

Each obligation that is due under the DA is included in this report which a separate chart that includes:

- **Lead Department:** Identifies the department within the City that is taken the lead on implementing or overseeing the obligation.
- **Staff Contact:** The name and contact information for the member of City staff overseeing the implementation of the obligation.
- **Completion Date:** When CPMC's obligation under the DA was, or is anticipated to be, completed.
- **Obligation Status:** Indicates whether the obligation is complete, or still in progress. Many of the obligations are multi-year commitments are still in progress of being completed. This section also indicates whether CPMC is "in" or "not in" compliance with the obligation.
- **Description of Obligation:** A summary of the obligation defined in the DA or related document, such as the Transportation Demand Management program (TDM).
- **Current Status:** A description of the progress made on implementing the obligation to date.
- **Next Steps:** Upcoming steps that will be taken either by CPMC or the City in implementing the obligation.
- **Opportunities for Community Engagement:** Provides information on additional public meetings or opportunities for the public to engage in the implementation of the obligation.
- **Funding (If Applicable):** If the obligation requires funding to the City or San Francisco Foundation, information regarding the amount of funding received to date, and amount of funding required under the obligation, is provided.

**Additional Information.** Both the Planning and Public Health Departments maintain websites dedicated to the CPMC Development Project.

- Planning Department: <u>http://cpmc.sf-planning.org</u>
- Department of Public Health: <u>http://www.sfdph.org</u>

The Planning Department's website includes a "Document Downloads" page, which includes a comprehensive library of documents relating to the project, including: the Development Agreement, Environmental Review, Transportation Demand Management Program, and Milestone Notices. Documents relating to the annual review are also located on the project site.

Sutter Health also maintains a website with an overview of the construction program for each campus, as well as construction updates and schedules, at <u>http://cpmc2020.org</u>.

Community Benefit	DA SECTION	COMPLIANCE	REPORT PAGE NUMBERS
ANNUAL REVIEW PROCESS	DA Section 8.2	In Compliance	5
CONSTRUCTION SCHEDULE	DA Section 4.2.3	In Compliance	6
MILESTONE COMPLETION NOTICE	DA Section 4.2.3	In Compliance	7
Workforce Commitments			
CITY BUILD/CONSTRUCTION JOBS	Exhibit E Section A	In Compliance	12-15
FIRST SOURCE/END USE JOBS	Exhibit E Section C	In Compliance	16-17
WORKFORCE FUND	Exhibit E Section D	In Compliance	18
LOCAL BUSINESS ENTERPRISES	Exhibit E Section B	In Compliance	19
Healthcare Commitments			
BASELINE HEALTHCARE	Exhibit F Section 1	In Compliance	22-26
MEDI-CAL COMMITMENT	Exhibit F Section 2	In Compliance	27-29
Healthcare Innovation Fund	Exhibit F Section 3	In Compliance	30-31
OTHER HEALTHCARE COMMITMENTS	Exhibit F	In Compliance	32-37
Housing Program	Exhibit G	In Compliance	39
PUBLIC IMPROVEMENTS	Exhibit H	In Compliance	43
Visioning Plans	Exhibit I	In Compliance	8
TRANSPORTATION	Exhibit K	In Compliance	47

# CPMC Payment Schedule BOS Final Approval: 8/10/2013

		Effective Date	CPMC Payments	First Installment	CPMC Payments	Second Installment	CPMC Payments	Third Installment	Fourth Installment	Fifth Installment		
Public Funding Recipient	Agency	9/9/2013	9/4/2013	12/7/2013	11/25/2013	12/7/2014	11/25/14	12/7/2015	12/7/2016	12/7/2017	Total Payments	Payee
Workforce Agreement - Exhibit E												
Workforce Training Payment	OEWD	\$ 1,000,000	Completed	\$ -		\$		\$ -	\$-	\$ -	\$1,000,000	City & County of San Francisco
	SF Foundation	-		2,000,000	Completed	1,000,000	Completed	-	-	-	3,000,000	SF Foundation
Subtotal Workforce Agreement		1,000,000		2,000,000	-	1,000,000	-	-	-	-	4,000,000	
Community Healthcare program - Exhibit F												
Innovation Fund	SF Foundation	2,000,000	Completed	1,500,000	Completed	1,125,000	Completed	1,125,000	1,725,000	1,125,000	8,600,000	SF Foundation
Public Improvements - Exhibit H												
CH Pedestrian & Traffic Safety	SFMTA	200,000	Completed	200,000	Completed	-		575,000	575,000	-		City & County of San Francisco
Tenderloin Safe Passage Grant	OEWD	200,000	Completed	-		-		-	-	-	200,000	City & County of San Francisco
Tenderloin Lighting & Traffic Safety	OEWD	400,000	Completed	400,000	Completed	-		-	-	-	800,000	City & County of San Francisco
	PUC	-		800,000	Completed	1,275,000	Completed	1,275,000	100,000	-	3,450,000	
Pac/Cal Enforcement & Traffic Safety	SFMTA	300,000	Completed	300,000	Completed	700,000	Completed	700,000	1,000,000	-	3,000,000	City & County of San Francisco
Duboce Park Grant	RPD	-		25,000	Completed		-				25,000	City & County of San Francisco
Subtotal Public Improvements		1,100,000		1,725,000		1,975,000		2,550,000	1,675,000	-	7,475,000	
Housing Program - Exhibit G												
Residential Hotel Unit Replacement	MOHCD	2,684,800	Completed	-		-		-	-	-	2,684,800	City & County of San Francisco
Residential Unit Replacement	MOHCD	1,453,820	Completed	-		-		-	-	-	1,453,820	City & County of San Francisco
Affordable Housing Payment	MOHCD	2,400,000	Completed	6,700,000	Completed	7,000,000	Completed	8,825,000	8,100,000	3,475,000	36,500,000	City & County of San Francisco
Subtotal Housing Program		6,538,620		6,700,000		7,000,000		8,825,000	8,100,000	3,475,000	40,638,620	
Transportation Program - Exhibit K												
Transit Fee	SFMTA	-		-		-		1,500,000	2,500,000	2,500,000	6,500,000	City & County of San Francisco
BRT Funding	SFMTA	-		2,100,000	Completed	2,900,000	Completed	-	-	-	5,000,000	City & County of San Francisco
Bicycle Studies	SFMTA	400,000	Completed	-		-		-	-	-	400,000	City & County of San Francisco
Subtotal Transportation Program		400,000		2,100,000		2,900,000		1,500,000	2,500,000	2,500,000	11,900,000	
Total - all Public payments		\$11,038,620	\$11,038,620	\$14,025,000	\$14,025,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$7,100,000	\$72,613,620	

CPMC CITY AGENCY COMPLIANCE REPORT						
SUBJECT:	Annual Compliance					
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:						
CPMC's Annual Compliance	Statement & City Annual Report	DA § 8.2.1				
LEAD DEPARTMENT:	Planning	COMPLETION DATE:				
STAFF CONTACT NAME:	Elizabeth Purl		COMPLETE 🗵			
STAFF CONTACT TITLE:	Development Performance Coordinator	OBLIGATION STATUS:	IN PROGRESS 🗆			
EMAIL:	elizabeth.purl@sfgov.org		IN COMPLIANCE 🗵			
PHONE:	(415) 575-9028		NOT IN COMPLIANCE 🗆			

In conducting the required initial and annual reviews of CPMC's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 8.2. Within 150 days following the end of each fiscal year, CPMC shall provide a report to the Planning Director showing compliance. Promptly upon receipt, the Planning Director shall post the Compliance Statement on the Planning Department website and the DPH Director shall post the Healthcare Compliance Report portion thereof on the Department of Public Health's website. The Planning Department and the Public Health Department shall receive public comment for 30 days after posting of the Compliance Statement. After the 30 day comment period the Planning Director shall within 45 days thereafter, prepare a report as to whether CPMC is in compliance with this Agreement based upon all of the information received.

## **CURRENT STATUS:**

The Planning Director received CPMC's 2014 Development Agreement Compliance Statement on June 1, 2015. The Compliance Statement was posted on the Planning Department's website by June 25, 2015. On June 25, 2015, the Department mailed a notice to interested parties soliciting public comment on the Compliance Statement through July 25, 2015. The Department received public comments from one organization: the University of California Hastings College of the Law, on behalf of San Franciscans for Healthcare, Housing, Jobs and Justice ("SFHHJJ").

## NEXT STEPS:

The City has scheduled a joint hearing of the Planning Commission and Health Commission (December 3, 2015). The City will complete the City Report prior to the scheduled hearing.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department attended a meeting (July 29, 2014) with interested members of the community who expressed concerns about the Compliance Statement, specifically relating to CPMC's compliance with the Development Agreement in 2013, as well as the process surrounding the annual review that is outlined in the DA. CPMC, the City, and members of the public will continue to participate in visioning meetings that also contribute feedback on CPMC's implementation of its obligations under the DA.

CPMC'S FULL FUNDING AMOUNT:

FUNDING RECEIVED FROM CPMC TO DATE:

## CPMC's FUNDING OBLIGATION REMAINING:

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

CPMC CITY AGENCY COMPLIANCE REPORT						
SUBJECT:	Construction Schedule					
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:						
Construction Schedule		DA § 4.2.3				
LEAD DEPARTMENT:	Planning	COMPLETION DATE:				
STAFF CONTACT NAME:	Elizabeth Purl		COMPLETE 🗵			
STAFF CONTACT TITLE:	Development Performance Coordinator	OBLIGATION STATUS:	IN PROGRESS 🗆			
EMAIL:	elizabeth.purl@sfgov.org	OBLIGATION STATUS.				
PHONE:	(415) 575-9028		NOT IN COMPLIANCE			

In order to keep the City reasonably informed of CPMC's progress in satisfying the Hospital Commitment, CPMC shall periodically report to the City on the timing and progress of the construction of the St. Luke's Campus Hospital and Cathedral Hill Campus Hospital...CPMC shall provide the City with reasonably detailed project schedules for the St. Luke's Campus Hospital and Cathedral Hill Campus Hospital before the start of construction... and shall update such project schedules on not less that a quarterly basis...

## **CURRENT STATUS:**

CPMC has provided the Department with updates on their construction schedule, as updates occur. CPMC provided the Department with an updated construction schedule for St. Luke's in March 2014, and regularly updates the construction schedule for both St. Luke's and Cathedral Hill on the CPMC2020 website (http://cpmc2020.org/). CPMC has also been in frequent communication with the Planning Department about various stages of construction or construction planning at both Cathedral Hill and St. Luke's.

## NEXT STEPS:

CPMC should continue to keep the Department abreast of any changes to the existing construction schedules as well as significant phases of construction.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

CPMC maintains the CPMC2020 website (http://cpmc2020.org/), which is updated at least weekly with construction bulletins and includes project updates and schedules. This website includes live webcams showing construction activity at each of the campuses under construction, allowing the public to view construction progress.

CPMC should continue the practice of notifying neighbors in advance of significant construction activities (example: CPMC provided notice in English and Spanish to neighbors of St. Luke's inviting them to a community meeting on March 19th regarding the current status of the project and upcoming construction schedule). CPMC should continue to provide updates to the Community about construction activities at both the St. Luke's Campus and the Van Ness and Geary (Cathedral Hill) Campus.

CES:					
CES:					
ZES:					
CES:					
ADDITIONAL FUNDS REQUIRED:					

CPMC CITY AGENCY COMPLIANCE REPORT						
SUBJECT:	Vilestone Completion					
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:						
Milestone Completion and	Notice	DA § 4.2.3				
LEAD DEPARTMENT:	Planning	COMPLETION DATE:				
STAFF CONTACT NAME:	Elizabeth Purl		COMPLETE 🗵			
STAFF CONTACT TITLE:	Development Performance Coordinator	OBLIGATION STATUS:				
EMAIL:	elizabeth.purl@sfgov.org	Obligation Status.				
PHONE:	(415) 575-9028		NOT IN COMPLIANCE			

Within 30 days following the completion of each milestone listed in the Schedule and Phasing Plan, CPMC shall provide notice to the City (the "Milestone Completion Notice").

## **CURRENT STATUS:**

Four milestones occurred in 2014:

(1) On February 03, 2014, ahead of the required Obligation, CPMC submitted St. Luke's Increment 1 to OSHPD. On February 27, 2014, CPMC provided notice to the Planning Department acknowledging completion of the Increment 1 Milestone.

(2) On May 2, 2014, the Department of Public Works issued a permit to commence the San Jose Avenue CPMC Project; on May 5th the work began. On June 9, 2014, CPMC provided notice to the Planning Department acknowledging commencement of the San Jose Avenue CPMC project, satisfying this Milestone requirement. The work was completed in November 2014.

(3) On August 5, 2014, the Office of Statewide Health Planning and Development (OSHPD) provided notice to CPMC that a permit had been issued for foundation shoring for the St. Luke's Campus Hospital, satisfying the Milestone requirement for receipt of the Increment 1 permit from OSHPD.

(4) On October 21, 2014, CPMC commenced this shoring/excavation work. On November 7, 2014, CPMC provided notice to the Planning Department that shoring/excavation work had begun, satisfying the Milestone requirement for commencement of shoring/excavation work.

### NEXT STEPS:

CPMC will continue to meet the milestones outlined in Exhibit C and provide notice to the Planning Department within 30-days of completing each milestone.

### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

CPMC has opportunities to engage the Community in the construction related activities that result from the Milestone Commitments. CPMC has conducted public meetings to inform community members about construction activities and schedules. CPMC conducted a community meeting on March 19, 2014 to share information about upcoming construction activities with neighbors around St. Luke's. They provided a copy of the community meeting notice to the Planning Department.

CPMC should continue to provide updates to the Community about construction activities at the St. Luke's Campus.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:				
CPMC's Funding Obligation Remaining:					
\$0.00					
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:					
Additional Funds Required:					

CPMC CITY AGENCY COMPLIANCE REPORT						
SUBJECT:	Visioning Plans					
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:						
California Campus		Exhibit I-3.2.a				
LEAD DEPARTMENT:	Planning	COMPLETION DATE:				
STAFF CONTACT NAME:	Elizabeth Purl		COMPLETE			
STAFF CONTACT TITLE:	Development Performance Coordinator	OBLIGATION STATUS:	IN PROGRESS 🗵			
EMAIL:	elizabeth.purl@sfgov.org	Obligation STATUS.				
PHONE:	(415) 575-9028		NOT IN COMPLIANCE			

Community Visioning Plans were required in the Development Agreement (Exhibit I-1 through I-3) for the Long-Term Projects for the Davies, California and Pacific Campuses, as set forth below:

**Davies Campus Community Advisory Group:** To facilitate community input regarding planning for the Long-Term Project at the Davies Campus, CPMC is required to establish a Davies Campus Community Advisory Group within six (6) months after Approvals and any Subsequent Approvals for CPMC's Near-Term Projects have been Finally Granted.

Pacific Campus Community Advisory Group: To facilitate community input regarding planning for the Long-Term Projects at the Pacific Campus, CPMC is required to convene an initial meeting of parties who have previously expressed interest in the planning process for the Pacific Campus to discuss interest in and the composition of the Pacific Campus Community Advisory Group ("Pac CAG") within six (6) months after Approvals and any Subsequent Approvals for CPMC's Near-Term Projects have been Finally Granted. CPMC is required to promptly thereafter, appoint the Pac CAG.

**California Campus Visioning Advisory Committee:** The California VAC is the community advisory group that will assist CPMC with community outreach, information dissemination and public education efforts regarding the visioning process for eventual reuse of the California Campus. On the date that is the later of (i) six (6) months after Approvals and any Subsequent Approvals for CPMC's Near-Term Projects have been Finally Granted; and (ii) completion of the Phase II work described in Section 3b-Research and Stakeholder Interviews, CPMC will appoint the Cal VAC.

## **CURRENT STATUS:**

This obligation is not yet required, as the obligation timeframe is triggered within six (6) months after the Approvals and any Subsequent Approvals for CPMC's Near-Term Projects have been Finally Granted. Several of CPMC's Near-Term Projects have not received their Approvals and/or Subsequent Approvals and thus they are not obligated to begin the Community Visioning Plans for the three Long-Term Project Campuses. However, CPMC has commenced the Visioning Plan process for the California Campus, including formation of a VAC.

### NEXT STEPS:

CPMC will continue the Community Visioning Plan process for the California Campus and will begin the Community Visioning Plan process for other Campuses no later than the time that Approvals/Subsequent Approvals have been finally granted.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

CPMC could voluntarily begin this process sooner than required for the remaining campuses.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:		
CPMC's FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:	MMRP		
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:			
Non-Traffic/Transit MMRP Measures Exhibit D			
LEAD DEPARTMENT:	Planning	COMPLETION DATE:	
STAFF CONTACT NAME:	Elizabeth Purl		COMPLETE
STAFF CONTACT TITLE:	Development Performance Coordinator	OBLIGATION STATUS:	IN PROGRESS 🗵
EMAIL:	elizabeth.purl@sfgov.org		IN COMPLIANCE 🗵
PHONE:	(415) 575-9028		NOT IN COMPLIANCE 🗆

## **CURRENT STATUS:**

The Transit Fee in the Transit Mitigation Agreement in the DA that will compensate SFMTA for the significant transit impacts of the CPMC project will also satisfy the Mitigation Measures spelled out in the CPMC LRDP EIR. However, since none of the transit fee payments are due currently per the payment schedule, we will not be reporting on the MMRP explicitly in the City Report for 2014.

## NEXT STEPS:

CPMC will submit transit fee and other payments in accordance with the Payment Schedule (Attachment 2 of the 2014 Compliance Statement). CPMC will continue to implement requirements of the Transportation Demand Management program, including maintenance of the existing transit subsidy at Davies and St. Luke's Campuses and expansion of the transit subsidy to other campuses in future years as specified in the Development Agreement and Conditions of Approval.

CPMC'S FULL FUNDING AMOUNT:

FUNDING RECEIVED FROM CPMC TO DATE:

**CPMC's FUNDING OBLIGATION REMAINING:** 

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

# WORKFORCE

CPMC CITY AGENCY COMPL	ANCE REPORT			
SUBJECT: Workforce (CityBuild)				
DEVELOPMENT AGREEMENT O	BUGATION.	DEVELOPMENT AGREEMEN	T SECTION.	
	Admin/Engineering Positions	Exhibit E § A.5.b	r section.	
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:		
STAFF CONTACT NAME:	Greg Asay	COMPLETION DATE.		
STAFF CONTACT TITLE:	Director of Strategic Initiatives		COMPLETE  IN PROGRESS V	
EMAIL:	Director of Strategic Initiatives	OBLIGATION STATUS:	IN COMPLIANCE V	
PHONE:	(415) 701-4825			
-	(413) 701-4823		NOT IN COMPLIANCE	
DESCRIPTION OF OBLIGATION:	mains in full force and effect, CPMC's Co		ith offerts in coordenes with	
Section 9 to ensure the follo union administrative and en (50%) of such new Entry-Lev	wing hiring goals with respect to each C gineering candidates, a Contractor and i el Positions with San Francisco resident ions and the City's One-Stop System, sh	ontract:With respect to new ts Subcontractors will work to System ReferralsOEWD, th	v Entry-Level Positions for non- o fill a minimum of fifty percent rough its network of	
CURRENT STATUS:				
	Contractors have filled seven (11) of the			
	ing candidates with System Referrals. Th System Referrals, above the minimum 5		ntry-Level positions being filled	
The eleven System Referrals were participants of OEWD's Construction Administrative and Professional Services Academy (CAPSA). The program is administered by Mission Hiring Hall in collaboration with City College of San Francisco and a network of workforce service providers. The following positions were filled by Workforce System Referrals: • Document Coordinator – LEED • Front Desk Administrator • Accounting Clerk • Administrative Assistant • BIM Administrator & Support • Project Administrator • Business and Risk Management Assistant • Business and Risk Management Assistant • Business and Risk Management Assistant • Submit CityBuild Workforce Projection Forms and coordinate meetings to review hiring goals. • Notify CityBuild of any non-union Entry Level administrative and engineering positions and work through the referral process. • Consider System Referrals for positions and provide constructive feedback on all System Referrals.				
<ul> <li>Track, monitor, and report</li> </ul>	the progress of System Referrals throug	h the application, hiring and	employment process.	
CityBuild will continue to closely monitor the performance of CPMC contractors. CityBuild will also continue to leverage the CATP and CAPSA programs and work with its network of Community Based Organizations (CBOs) and Access Points for qualified candidates.				
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:				
OEWD continues to hold regular community events in partnership with CPMC and OEWD's Neighborhood Access Points. In addition, OEWD communicates monthly with representatives of San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ), sharing hiring data as it becomes available.				
CPMC'S FULL FUNDING AMOUNT: FUNDING RECEIVED FROM CPMC TO DATE:				
CPMC's FUNDING OBLIGATION	I REMAINING:			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
	•			
ADDITIONAL FUNDS REQUIRED	•			

CPMC CITY AGENCY COMPI	LIANCE REPORT		
SUBJECT:	Workforce (CityBuild)		
DEVELOPMENT AGREEMENT O	BLIGATION:	DEVELOPMENT AGREEMEN	IT SECTION:
50% Entry Level Admin/Eng	gineering Positions	Exhibit E § A.5.b	
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:	
STAFF CONTACT NAME:	Greg Asay		COMPLETE
STAFF CONTACT TITLE:	Director of Strategic Initiatives		IN PROGRESS √
EMAIL:		OBLIGATION STATUS:	IN COMPLIANCE √
PHONE:	(415) 701-4825		
So long as this Agreement remains in full force and effect, CPMC'S Contractors shall make good faith efforts in accordance with Section 9 to ensure the following hiring goals with respect to each ContractWith respect to new Entry-Level Positions for administrative and engineering internship candidates, a Contractor and its Subcontractors will work to fill a minimum of fifty percent (50%) of such new Entry-Level Positions with San Francisco resident System ReferralsOEWD, through its network of Community Based Organizations and the City's One-Stop System, shall be designated as the <b>CURRENT STATUS:</b> As of July 31, 2015, CPMC's Contractors have filled sixteen (16) of the twenty-five (25) new Entry Level Positions for administrative and engineering internship candidates with System Referrals. This represents 64% of new Entry Level positions being filled with San Francisco resident System Referrals, above the minimum 50% hiring goal. The System Referrals include students from San Francisco Unified School District High School Seniors and San Francisco State <b>NEXT STEPS: CPMC's</b> Contractors will continue to engage with OEWD's CityBuild program and continue to: • Submit CityBuild Workforce Projection Forms and coordinate meetings to review hiring goals. • Notify CityBuild of any Entry Level Positions for administrative and engineering internships and work through the referral process. • Consider System Referrals for positions and provide constructive feedback on all System Referrals. • Track, monitor, and report the progress of System Referrals through the application, hiring and employment process. • Notify CityBuild of any Entry Level Positions for administrative and engineering internships and work through the referral process. • Consider System Referrals for positions and provide constructive feedback on all System Referrals. • Track, monitor, and report the progress of System Referrals through the application, hiring and employment process. • Consider System Referrals for positions for administrative and			
In addition, OEWD communicates monthly with representatives of San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ), sharing hiring data as it becomes available.			
CPMC'S FULL FUNDING AMO	JNT:	FUNDING RECEIVED FROM	CPMC TO DATE:
CPMC's FUNDING OBLIGATIO	N REMAINING:		
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED	):		

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Workforce (CityBuild)	Workforce (CityBuild)		
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
50% Entry Level Apprentice Positions		Exhibit E § A.5.c	Exhibit E § A.5.c	
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:		
STAFF CONTACT NAME:	Greg Asay		COMPLETE	
STAFF CONTACT TITLE:	Director of Strategic Initiatives	OBLIGATION STATUS:	IN PROGRESS √	
EMAIL:		OBLIGATION STATUS.	IN COMPLIANCE √	
PHONE:	(415) 701-4825		NOT IN COMPLIANCE	

So long as this Agreement remains in full force and effect, CPMC's Contractors shall make good faith efforts in accordance with Section 9 to ensure the following hiring goals with respect to each Contract:...With respect to new Entry-Level Positions for union apprentice candidates, the Contractor, its Subcontractors, and OEWD will work together to fill a minimum of fifty percent (50%) of such new Entry-Level Positions with San Francisco resident System Referrals who must also be graduates of CityBuild Academy. The Contractor along with its Subcontractors and their applicable unions will confirm the number of new union apprentices that will be required for the Contract and the annual variability of that demand throughout the course of the Contract. The methodology to be used to estimate the number of new union apprentices shall be 21% of the projected number of apprentice hours overall.

## **CURRENT STATUS:**

As of July 31, 2015, CPMC's Contractors have filled 40% new Entry Level Positions for union apprentice candidates with System Referrals which is below the 50% new Entry-level union apprentice hiring goal. The System Referrals were hired as Laborer, Carpenter, Ironworker, Roofer, and Cement Masons Apprentices. Contractors continue to notify CityBuild of new hire opportunities, but there have been shortages in available local Ironworkers.

## NEXT STEPS:

CityBuild expanded its training Academy to host an additional 9-week training Cycle in October to address the needs of the construction industry. CityBuild will continue to work with Ironworkers and other trades for special recruitment and training to address the shortage of available local apprentices.

In addition, CPMC's Contractors will continue to engage with OEWD's CityBuild program and continue to:

• Submit CityBuild Workforce Projection Forms and coordinate meetings to review hiring goals.

- Notify CityBuild of any Entry Level union apprentice positions and work through the referral process.
- Consider System Referrals for positions and provide constructive feedback on all System Referrals.

• Track, monitor, and report the progress of System Referrals through the application, hiring and employment process.

CityBuild will continue to closely monitor the performance of CPMC contractors. CityBuild will also continue to leverage the CityBuild Academy and work with its network of Community Based Organizations (CBOs) and Access Points for qualified candidates.

### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

OEWD continues to hold regular community events in partnership with CPMC and OEWD's Neighborhood Access Points. In addition, OEWD communicates monthly with representatives of San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ), sharing hiring data as it becomes available.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:		
CPMC's FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Additional Funds Required:			

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Workforce (CityBuild)			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:			NT SECTION:	
30% of Trade Hours for Journeymen and Apprentices		Exhibit E § A.5.d	Exhibit E § A.5.d	
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:		
STAFF CONTACT NAME:	Greg Asay		COMPLETE	
STAFF CONTACT TITLE:	Director of Strategic Initiatives	OBLIGATION STATUS:	IN PROGRESS √	
EMAIL:		Obligation Status.	IN COMPLIANCE √	
PHONE:	(415) 701-4825		NOT IN COMPLIANCE	

With respect to new and core opportunities for union journeymen and apprentices, a So long as this Agreement remains in full force and effect, CPMC's Contractors shall make good faith efforts in accordance with Section 9 to ensure the following hiring goals with respect to each Contract:...Contractor and its Subcontractors will work to achieve a minimum of thirty percent (30%) of trade hours (i.e., 30% of journeymen and apprentice trade hours combined, and not 30% in each category) to be performed by San Francisco residents. This goal will be measured based upon (1) trade hours for the overall Contract, (2) trade partners, regardless of tier, and (3) hours by craft. A Contractor's obligation to hire new union entry-level apprentice candidates set forth in Section 5(c) above shall be credited towards the Contractor's obligation to hire San Francisco residents under this Section 5(d).

## **CURRENT STATUS:**

As of July 31, 2015, CPMC's Contractors have reported 101,153 trade hours performed by San Francisco residents in new and core opportunities for union journeymen and apprentices out of 297,506 total work hours reported. This represents 34% of work hours performed by San Francisco residents, exceeding the 30% overall hiring goal. These data are collected through an electronic certified payroll system, Elations Systems. It represents the total aggregate reported workhours for the Van Ness Campus and the St. Luke's Hospital.

## NEXT STEPS:

CPMC's Contractors will continue to engage with OEWD's CityBuild program and continue to:

- Submit CityBuild Workforce Projection Forms and coordinate meetings to review hiring goals.
- Notify CityBuild of all required positions and work through the referral process.
- Consider System Referrals for positions and provide constructive feedback on all System Referrals.
- Track, monitor, and report the progress of System Referrals through the application, hiring and employment process.

CityBuild will continue to closely monitor the performance of CPMC contractors. CityBuild will also continue to leverage the CityBuild Academy and work with its network of Community Based Organizations (CBOs) and Access Points for qualified candidates.

### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

OEWD continues to hold regular community events in partnership with CPMC and OEWD's Neighborhood Access Points. In addition, OEWD communicates monthly with representatives of San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ), sharing hiring data as it becomes available.

FUNDING RECEIVED FROM CPMC TO DATE:			
CPMC's FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

IPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Workforce (First Source)	Workforce (First Source)		
DEVELOPMENT AGREEMENT OBLIGATION: 40% Entry Level System Referrals		DEVELOPMENT AGREEMENT SEC Exhibit E § C.3	DEVELOPMENT AGREEMENT SECTION: Exhibit E § C.3	
LEAD DEPARTMENT:	OEWD - Workforce	OEWD - Workforce COMPLETION DATE:		
STAFF CONTACT NAME:	Greg Asay		COMPLETE 🗆	
STAFF CONTACT TITLE:	Director of Strategic Initiatives	OBLIGATION STATUS:	IN PROGRESS √	
EMAIL:		OBLIGATION STATUS:	IN COMPLIANCE √	
PHONE:	(415) 701-4825		NOT IN COMPLIANCE	

DESCRIPTION OF OBLIGATION: As long as this Agreement remains in full force and effect, CPMC's hiring goals shall be to fill at least forty percent (40%) of Available Entry Level Positions with System Referals ("Annual Hiring Target") in each consecutive 12-month period following the Effective Date (each, a "Hiring Year"). Notwithstanding the foregoing, if CPMC does not meet its Annual Hiring Target in any Hiring Year (a "Hiring Deficiency"), the number of Entry Level Positions constituting the Hiring Deficiency will roll over and be added to the Annual Hiring Target for the following Hiring Year....If a Hiring Deficiency exists at the end of the term of this Agreement, then the term will be automatically extended ("Automatic Extension") until such time as CPMC achieves the full Annual Hiring Target for each Hiring Year.

## CURRENT STATUS:

For the 2014-15 Project Year (August 2014 - July 2015), CPMC made 80 hires through the workforce system. This represents 41% of total entry-level hires during the Project Year, which exceeds the 40% requirement per the Development Agreement.

However, because CPMC did not meet its 40% obligation in the first Project Year, it enters the 2015-16 Project Year with a hiring deficit of 11 positions. (Note that the hiring deficit entering the 2014-15 Project Year was 13 positions.)

# Hired from Workforce System	# Hired from outside Workforce System	Total # of Hires	% of hires from Workforce system
80	116	196	41%
For the 2014-15 Project Year, the following requisitions have been filled by Workforce System referrals:			

Requisition	Zip Code	Start Date
Representative Patient Access	94124	9/8/2014
Representative Patient Access	94127	9/8/2014
Representative Patient Access	94121	9/22/2014
Aide, Food Service -PD	94112	10/6/2014
Representative Patient Access	94124	10/20/2014
Coord, Unit	94112	12/1/2014
Aide, Hskpng Surgical Svs -PD	94110	12/1/2014
Attendant, Hospital - PD	94107	12/29/2014
Representative Patient Access	94134	12/29/2014
Representative Patient Access	94121	12/29/2014
Attendant, Hospital - PD	94124	12/29/2014
Aide, Housekeeping/Linen -PD	94124	12/29/2014
Security Officer	94107	1/26/2015
Cook -PD	94124	1/26/2015
Attendant, Hospital - PD	94117	1/26/2015
Certified Nurse Assistant -PD	94102	2/9/2015
Coord. Unit	94122	2/9/2015
Attendant, Hospital - Cert	94115	2/9/2015
Coord, Unit	94127	2/9/2015
Aide, Housekeeping/Linen -PD	94115	2/9/2015
Coord, Unit	94124	2/23/2015
Coord, Unit	94116	2/23/2015
Aide, Food Service -PD	94122	2/23/2015
Security Officer	94112	2/23/2015
Representative Patient Access	94109	2/23/2015
Representative Patient Access	94115	2/23/2015
Attendant, Hospital - Cert	94102	3/9/2015
Coord, Unit	94110	3/9/2015
Coord, Unit	94112	3/9/2015
Aide, Housekeeping/Linen -PD	94124	3/9/2015
Aide, Food Service -PD	94112	3/23/2015
Aide, Housekeeping/Linen -PD	94112	3/23/2015
Representative Patient Access	94124	4/6/2015
Coord, Unit	94132	4/20/2015
Attendant, Hospital - PD	94121	4/20/2015
Patient Service Representative	94112	4/20/2015
Aide, Food Service -PD	94118	4/20/2015
Aide, Housekeeping/Linen -PD	94117	4/20/2015
Aide, Housekeeping/Linen -PD	94112	4/20/2015
Attendant, Hospital - PD	94102	5/4/2015
Coord, Unit	94158	5/4/2015
Rep, Patient Service	94109	5/4/2015
Aide, Specimen Handling Lab I	94134	5/4/2015
Accessioner, Pathology	94108	5/4/2015
Cook -PD	94110	5/4/2015
Aide, Food Service -PD	94133	5/4/2015
Security Officer	94124	5/4/2015
Security Officer	94112	5/4/2015
Aide, Housekeeping/Linen -PD	94110	5/4/2015
Attendant, Hospital - PD	94134	5/18/2015
Aide, Housekeeping/Linen -PD	94124	5/18/2015
Aide, Housekeeping/Linen -PD	94103	5/18/2015
Aide, Housekeeping/Linen -PD	94121	5/18/2015
Coord, Unit	94109	6/1/2015
Rep, Patient Service	94134	6/1/2015
Coord, Unit	94112	6/15/2015
Attendant, Hospital - Cert	94117	6/15/2015
Medical Assistant	94118	6/15/2015

Medical Assistant	94134	C/1E/201E				
		6/15/2015				
Aide, Specimen Handling Lab I	94134	6/15/2015				
Aide, Food Service -PD	94124	6/15/2015				
Security Officer	94124	6/15/2015				
Aide, Housekeeping/Linen -PD	94124	6/15/2015				
Representative Patient Access	94122	6/15/2015				
Certified Nurse Assistant -PD	94112	6/29/2015				
Attendant, Hospital - Cert -PD	94122	6/29/2015				
Attendant, Hospital - PD	94118	6/29/2015				
Attendant, Hospital	94103	6/29/2015				
Medical Assistant	94131	6/29/2015				
Patient Service Representative	94112	6/29/2015				
Attendant, Hospital - PD	94132	6/29/2015				
Aide, Food Service -PD	94133	6/29/2015				
Attendant, Hospital - PD	94114	7/13/2015				
Tech, Emergency Department	94112	7/13/2015				
Aide, Food Service -PD	94131	7/13/2015				
Security Officer	94110	7/13/2015				
Security Officer	94117	7/13/2015				
Attendant, Hospital - PD	94122	7/27/2015				
Aide, Housekeeping/Linen -PD	94102	7/27/2015				
Aide, Housekeeping/Linen -PD	94132	7/27/2015				
Of the 80 system referral hires made during the Project Year, 59 (74%) were from i Mission/Excelsior, Mission/SOMA, Western Addition, Tenderloin, Chinatown, and		Development Agreement; specifically, Outer				
Requisition		201415 Program Year				
Hospital Attendant		82				
Security Officer		59				
Certified Hospital Attendant		28				
Unit Coordinator		33				
Patient Access Representative-Patient Registration Services		31				
Housekeeping Aide		23				
Food Service Aide-Food and Nutrition		15				
Cook		14				
Medical Assistant						
		13				
Certified Nursing Assistant		11				
Patient Service Representative		11				
Emergency Department Technician		10				
Specimen Handling Lab Aide/Phlebotomy-Clinical Laboratory						
		7				
Transporter/Transport Aide		6				
Clerk/Receptionist		5				
Pathology Accessioner-Clinical Laboratory		5				
Client Services Representative		4				
Rehabilitation Aide		4				
Certified Home Health Aide		2				
Laboratory Assistant-Clinical Laboratory		3				
Patient Support Representative		2				
Dietary Clerk-Nutrition Services	1					
PBX Operator 1						
Point of Service Specialist	1					
Administrative Coordinator	0					
Aquatic Instructor	0					
Addition instruction and a grant of the second seco						
EKG Technician						
Pathology Lab Accessioner		0				
Patient Registration Representative		0				
Sales Gift Shop		0				
Speech Therapy Aide		0				
Total		371				
		3/1				
NEXT STEPS:						
NGA 3 JEPS. OEWD will continue to work closely with CPMC, community partners, and the San Francisco Foundation to build upon positive gains made in the 2014-15 Program Year and to						
continue to reduce CPMC's cumulative hiring deficit. Strategies identified in the prior annual report have been put in to place and will continue, including: Employer spotlight events in priority neighborhoods to increase awareness of CPMC employment opportunities and how to apply for the positions Group interviews in partnership with OEWD's Neighborhood Access Points in priority neighborhoods; prior to each event, Neighborhood Access Points conduct prescreening events in order to ensure a match with CPMC employment opportunities Wide distribution of CPMC job announcements -Early involvement of CPMC PMC hing managers -Monthly check-ins between OEWD & CPMC						
Quarterly meetings of OEWD, CPMC, and Neighborhood Access Points and San Francisco Foundation grantees						
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:						
As described above, OEWD continues to hold regular community events in partner monthly with representatives of San Franciscans for Healthcare, Housing, Jobs and						
CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DAT	E:				
CPMC's Funding Obligation Remaining:	•					
\$0.00						
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:						
Additional Funds Required:	Additional Funds Required:					

CPMC CITY AGENCY COMPI	CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	SUBJECT: Workforce (Workforce Fund)				
DEVELOPMENT AGREEMENT C		DEVELOPMENT AGREEMENT SECTION:			
Workforce Fund Agreemen	t	Exhibit E § D			
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:			
STAFF CONTACT NAME:	Greg Asay		COMPLETE 🗆		
STAFF CONTACT TITLE:	Director of Strategic Initiatives	OBLIGATION STATUS:	IN PROGRESS √		
EMAIL:			IN COMPLIANCE √		
PHONE:	(415) 701-7825				
DESCRIPTION OF OBLIGATION					
			khibit N until the total sum is paid, and managed by the PMC shall be used for workforce training purposes		
CURRENT STATUS:					
Workforce Committee men focus groups to determine t and improving entry-level e used its internal resources t CPMC successful entry-leve employment trainers; and a In all, eight focus groups we The Consultant prepared a o most significant barriers to accessing entry-level emplo and how they could be rem to be successful? Additional successful job seekers were June 2014. The Workforce Committee to incorporated into a Request October 2014, The San Fram work experience that suppor	theres (OEWD, CPMC, and the Foundation) b the highest and best ways to use the limited imployment outcomes for high priority neig to hire KDG Enterprises as a consultant char lemployees; non-successful job seekers; tw group of community advocates representi the held during May and June 2014, which v draft report which discusses and summarize accessing job training and how those barries yment and how those barriers could be rene oved; and (4) What is the most important ti lly, job seekers were asked how many times asked to discuss what factors they believe met in September 2014 to review and prior t for Proposals for workforce services and the cisco Foundation began to craft a workforce rt access by our target population to health reviewed a draft of the RFP in late October	beginning in January 2014. The diresources to identify key ap- ghborhood residents seeking rged with hosting focus group vo groups of medical career p ing the priority neighborhood vere attended by 81 particips es the participants responses res could be removed; (2) Wh noved; (3) What did they per hing that must be resolved ir is they had applied for an ent helped them to be successful itize short and long term rec hat can have significant impa- ie barrier reduction RFP with h professions both at CPMC a and provided edits and feedl released to the public on Nov	ants in groups of 7 to 13 participants per focus group. to four common themes: (1) What they perceive are the lat they perceive to be the most significant barriers to ceive to be the primary factors that hinder job retention order for the Development Agreement's hiring program ry-level job, and how difficult was the process; and I. The Consultant's Report was submitted at the end of commendations for programmatic elements that could be cts on reducing barriers and increasing success. In a focus on the provision of job readiness training and and the broader Bay Area medical field. back to the San Francisco Foundation in early November. rember 21. The San Francisco Foundation hosted a		
Thirteen applicants submitted proposals by the January 26 deadline. The proposals were reviewed by SFF staff and then forwarded to reviewers in early February. The reviewers scored the proposals independently and their scores were due back to SF Foundation at the end of February for tabulation. The Workforce Committee met on March 10, 2015 to discuss the reviewers' scores for each applicant and a summary of each applicant's score and ranking. Final decisions were made by the Committee at the March 10 meeting, resulting in four grantees receiving grant awards from the San Francisco Foundation: Jewish Vocational Service, Mission Hiring Hall, Positive Resource Center, Self Help for the Elderly. Grant awards began in April, and the Workforce Committee met with the four grantees on April 14, 2015 to discuss each of the programs and kickoff the year for the funded cohort. A second quarterly meeting occurred on July 15, and the Workforce Committee also met in July to discuss recommendations for a second RFP, which was released on August 17, with proposals due September 25 for a December 1 start date.					
NEXT STEPS:					
<ul> <li>Continue quarterly meetings with the Workforce Committee and with grantees, in October 2015 and January 2016.</li> <li>Conduct new grantee selection process in October/November 2015.</li> </ul>					
The San Francisco Foundation	<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b> The San Francisco Foundation will continue to meet regularly with San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ) to discuss the goals and direction of the Workforce Fund.				
CPMC'S FULL FUNDING AMO	JNT:	FUNDING RECEIVED FROM CP	MC TO DATE:		
CPMC's FUNDING OBLIGATIO	N REMAINING:				
\$0.00	E PARTIALLY LIST OTHER APPLICABLE SOURCE	ES:			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:					
ADDITIONAL FUNDS REQUIRED	ADDITIONAL FUNDS REQUIRED:				

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Workforce (LBE Requirement)			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
14% Local Business Enterprise Goal   Exhibit E § B.4				
LEAD DEPARTMENT:	Contract Monitoring Division COMPLETION DATE:			
STAFF CONTACT NAME:	Romulus Asenloo		COMPLETE	
STAFF CONTACT TITLE:	Contract Compliance Officer II	OBLIGATION STATUS:	IN PROGRESS 📓	
EMAIL:	romulus.asenloo@sfgov.org	OBLIGATION STATUS.	IN COMPLIANCE 📓	
PHONE: (415) 581-2320			NOT IN COMPLIANCE	

As long as this Agreement remains in full force and effect, CPMC shall make a good faith effort to ensure that at least fourteen percent (14%) of the cost of all Contracts for the Workforce Projects are awarded to Contractors or Subcontractors that qualify as certified LBE's under this Agreement. CPMC and City acknowledge and agree that CPMC's efforts to award Contracts to LBE's are voluntary, and that CPMC and its Contractors shall have the sole discretion to confirm certification of, or otherwise screen, hire or not hire LBE's.

## CURRENT STATUS:

For the Van Ness and Geary Campus the project has a 11% utilization of Local Business Enterprise which is \$8,619,639 of the \$78,243,218 spent on construction to date. San Francisco based business that are working or have worked on the project include the following: Team North, Kwan Wo Ironwork, CMC Traffic Control, Phoenix Electric, Martin Ron Associates, Giron Construction and DLD Lumber. CPMC has also utilized the services of Merriweather and Williams, The M Line and BergDavis Public Affairs. For the St. Luke's Campus the project has achieved 12.7% utilization of LBE's which is \$2,349,165 of the \$18,486,348 spent on construction to date. San Francisco based business that are working or have worked on the project include NTK Construction, De Haro Construction and Municon

## NEXT STEPS:

During this resporting period, Herrero Bolt will begin utilizing two LBEs directly, Yolanda's Construction Administration & Traffic Control, and Clipper International. In addition, the Herroro Bolt team has taken the initiative to participate in the LBE Mentor-Protege program. They are currently underway evaluating applications of various potential LBE proteges and, by next reporting period reach a formal agreement with the identified protege on training/education plan. In addition, Herroro Bolt continues to meet with the Contract Monitoring Division ("CMD") several times per year to project areas where they can increase LBE subcontracting opportunities.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

As HerreroBoldt finds the need for contractors to perform scope they will work with CMD to identify LBE's in the RFP process and include in all RFPs the LBE goals which will be in all contracts. HerreroBoldt will work with all subcontractors to extend goals to 2nd and 3rd tier subcontracts. HerreroBoldt has a web site that provides local business with the opportunity to provide qualifications for various scopes of work. HerreroBoldt will continue to purchase supplies, materials and meals from local business and work with merchant associations to identify vendors.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:			
CPMC's FUNDING OBLIGATION REMAINING:				
\$0.00				
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
Additional Funds Required:				

# HEALTH CARE

SUBJECT:	Healthcare (Baseline Commitment)		
DEVELOPMENT AGREEMEN	T OBLIGATION:	DEVELOPMENT AGREEMEN	IT SECTION:
Unduplicated Patient Commitment		Exhibit F § 1.a	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla		COMPLETE 🗆
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning		IN PROGRESS
EMAIL:	colleen.chawla@sfdph.org	OBLIGATION STATUS:	
PHONE:	(415) 554-2769	1	NOT IN COMPLIANCE
	ot less than 30,445 Unduplicated Patients in Sa		al year [January 1 through December cated Patient
31]care for a total of n Commitment")"Undup calendar year as a Medi-		in Francisco (the "Undupli a service from any CPMC	cated Patient facility or clinic in the City during the
31]care for a total of n Commitment")"Undup calendar year as a Medi- a CPMC facility or clinic i	ot less than 30,445 Unduplicated Patients in Sa licated Patient" means a patient who receives Cal or Charity Care patient, who has not previo	in Francisco (the "Undupli a service from any CPMC	cated Patient facility or clinic in the City during the
31]care for a total of m Commitment")"Undup calendar year as a Medi- a CPMC facility or clinic in CURRENT STATUS: CPMC served a total of 2 performed by Deloitte &	ot less than 30,445 Unduplicated Patients in Sa licated Patient" means a patient who receives Cal or Charity Care patient, who has not previo In San Francisco during that calendar year. 8,596 unduplicated patients between 1/1/14 a Touche. Though the number of unduplicated be determined as a 2-year rolling average. Th	In Francisco (the "Undupli a service from any CPMC busly received a service as und 12/31/14. This numbe patients served falls 1,849	cated Patient facility or clinic in the City during the a Medi-Cal or Charity Care patient from er is verified by a third party audit a short of the 2014 obligation, the DA
31]care for a total of m Commitment")"Undup calendar year as a Medi- a CPMC facility or clinic i CURRENT STATUS: CPMC served a total of 2 performed by Deloitte & allows for compliance to	ot less than 30,445 Unduplicated Patients in Sa licated Patient" means a patient who receives Cal or Charity Care patient, who has not previo In San Francisco during that calendar year. 8,596 unduplicated patients between 1/1/14 a Touche. Though the number of unduplicated be determined as a 2-year rolling average. Th	In Francisco (the "Undupli a service from any CPMC busly received a service as und 12/31/14. This numbe patients served falls 1,849	cated Patient facility or clinic in the City during the a Medi-Cal or Charity Care patient from er is verified by a third party audit a short of the 2014 obligation, the DA

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

PMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:			
PMC's FUNDING OBLIGATION REMAINING:				
\$0.00				
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
DDITIONAL FUNDS REQUIRED:				

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Healthcare (Baseline Commitment)			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
Baseline Expenditure Commitment Exhibit F § 1.b				
LEAD DEPARTMENT:	Immemory         Department of Public Health         COMPLETION DATE:			
STAFF CONTACT NAME:	Colleen Chawla		COMPLETE	
STAFF CONTACT TITLE: Deputy Director of Health, Director of Policy & Planning		OBLIGATION STATUS:	IN PROGRESS 🗵	
EMAIL:	colleen.chawla@sfdph.org			
PHONE:	HONE: (415) 554-2769 NOT IN COMPLIANCE		NOT IN COMPLIANCE	

Commencing on the date the Approvals are Finally Granted, CPMC shall in each fiscal year...spend at least Eight Million Dollars (\$8,000,000) for Community Benefits in San Francisco (the "Baseline Expenditure Commitment"....As part of the Baseline Expenditure Commitment, CPMC shall provide financial and other services or operational support for comprehensive primary pediatric care to residents of the Bayview area through the Bayview Child Health Center in a manner and amount generally consistent with CPMC's level of support for the Bayview Child Health Center in fiscal year 2011-12, including comprehensive primary pediatric care to residences of the Bayview area.

## **CURRENT STATUS:**

CPMC exceeded this requirement by providing \$14,604,433 in Community Benefits. CPMC's compliance with this provision was verified by a third party audit performed by Deloitte & Touche.

## NEXT STEPS:

This annual obligation continues until 11/8/2023.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:			
CPMC's Funding Obligation Remaining:				
\$0.00				
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
ADDITIONAL FUNDS REQUIRED:				

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Healthcare (Baseline Commitment)			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
Hiring 3rd Party Auditor Exhibit F § 1.				
LEAD DEPARTMENT:	Department of Public Health COMPLETION DATE:			
STAFF CONTACT NAME:	Colleen Chawla		COMPLETE	
STAFF CONTACT TITLE: Deputy Director of Health, Diretor of Policy & Planning		OBLIGATION STATUS:	IN PROGRESS 🗵	
EMAIL:	colleen.chawla@sfdph.org	OBLIGATION STATUS.		
PHONE: (415) 554-2769			NOT IN COMPLIANCE 🗆	

Exhibit F: [The Unduplicated Patient Commitment] shall be verified by an independent third party auditor... no later than 3 months following executiion of this Agreement.

Development Agreement: The Planning Director and Director of Public Health shall... post on their websites the independent third party audit verifying the number of Unduplicated Patients cared for and the costs incurred for the Baseline Expenditure Committement.

## **CURRENT STATUS:**

CPMC's performance on the Unduplicated Patient Commitment and the Baseline Expenditure Commitment were verified by a third party audit performed by Deloitte & Touche. A copy of this audit was included in CPMC's 2014 Compliance Statement and posted on both the Department of Public Health and Planning Department websites.

## **NEXT STEPS:**

This annual obligation continues until 11/8/2023.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

CPMC'S FULL FUNDING AMOUNT:

FUNDING RECEIVED FROM CPMC TO DATE:

## CPMC's FUNDING OBLIGATION REMAINING:

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Healthcare (Baseline Commitment)			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
Charity Care Policies and Affordable Care Act Exhibit F § 1.d				
LEAD DEPARTMENT:	Department of Public Health COMPLETION DATE:			
STAFF CONTACT NAME:	Colleen Chawla		COMPLETE 🗆	
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning	OBLIGATION STATUS:	IN PROGRESS 🗵	
EMAIL:	colleen.chawla@sfdph.org	Obligation Status.		
PHONE:	(415) 554-2769		NOT IN COMPLIANCE 🗆	

CPMC will maintain through the end of calendar year 2015 Charity Care policies that are no more restrictive than current Charity Care policies set forth in the CPMC Fiscal Year 2011 Charity Report.

## **CURRENT STATUS:**

CPMC has maintained charity care policies that are no more restrictive than the charity care policies in place in fiscal year 2011.

## NEXT STEPS:

This annual obligation continues until 12/31/2015.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:	

CPMC's FUNDING OBLIGATION REMAINING:

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

CPMC CITY AGENCY COMPLIANCE REPORT					
SUBJECT:	Healthcare (Baseline Commitment)				
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:					
Bayview Child Health Center Exhibit F § 1.e					
LEAD DEPARTMENT:	Department of Public Health	Department of Public Health COMPLETION DATE:			
STAFF CONTACT NAME:	Colleen Chawla		COMPLETE		
STAFF CONTACT TITLE:	CT TITLE: Deputy Director of Health, Director of Policy & OBLIGATION STATUS:		IN PROGRESS 🗵		
EMAIL:	colleen.chawla@sfdph.org	OBLIGATION STATUS.			
PHONE:	HONE: (415) 554-2769 NOT IN COMPLIANCE .		NOT IN COMPLIANCE 🗆		

CPMC shall provide financial and other services or operational support for comprehensive primary pediatric care to residents of the Bayview area through the Bayview Child Health Center...

## **CURRENT STATUS:**

In November 2013, South of Market Health Center (SMHC), in collaboration with CPMC and the Sutter Pacific Medical Foundation, received funding from the federal Health and Human Services Agency to transfer ownership of the Bayview Child Health Center to SMHC. The transfer was effective 9/1/14. The Development Agreement provides that CPMC may "sell, lease or transfer programs, services or service lines to meet evolving community needs, operational cost-effectiveness, or quality standards." CPMC provided the following

## NEXT STEPS:

As noted above, CPMC has committed to financial support through an operations grant each year for five years as the clinic becomes sustainable under the Federally Qualified Health Center model; leased the former BCHC Medical Director to SMHC through the end of 2015 to promote continuity of care, and will reemains the clinic's specialty and hospital partner-- providing Bayview children with comprehensive services across the care continuum.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

FUNDING RECEIVED FROM CPMC TO DATE:

CPMC's FUNDING OBLIGATION REMAINING:

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

CPMC CITY AGENCY COMPLIANCE REPORT		
SUBJECT: Healthcare (New Medi-Cal Beneficiaries)		
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:
San Francisco Health Plan Medi-Cal Managed Care Program		Exhibit F § 2.a

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE
STAFE CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning		IN PROGRESS 🗵
EMAIL:	colleen.chawla@sfdph.org		
PHONE:	(415) 554-2769		NOT IN COMPLIANCE 🗆

CPMC shall continue to participate with a standard services agreement in the San Francisco Health Plan Medi-Cal managed care program ("Program") in accordance with the provisions below.

## **CURRENT STATUS:**

CPMC continues to have a standard services agreement with the San Francisco Health Plan.

## NEXT STEPS:

This annual obligation continues until 8/10/2023.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

## CPMC'S FULL FUNDING AMOUNT:

FUNDING RECEIVED FROM CPMC TO DATE:

## CPMC's FUNDING OBLIGATION REMAINING:

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:	UBJECT: Healthcare (New Medi-Cal Beneficiaries)		
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
New Medi-Cal Beneficiaries Commitment		Exhibit F § 2.b	

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning		IN PROGRESS 🗵
EMAIL:	colleen.chawla@sfdph.org		
PHONE:	(415) 554-2769		NOT IN COMPLIANCE 🗆

Commencing on the Effective Date, and annually thereafter, CPMC shall accept responsbility for providing hospital services... for no less than 5,400 additional Medi-Cal managed care beneficiaries...

## **CURRENT STATUS:**

As of December 31, 2014, CPMC had responsibility for 31,097 Medi-Cal managed care enrollees. The DA provides that CPMC must care for a total of 22,728 enrollees. CPMC notes and SFDPH agrees that there was a clerical error in the DA, wherein 2,478 Healthy Families enrollees were double counted and, thus, the cumulative total number of Medi-Cal managed care beneficiaries they are obligated to serve is 20,250. In either case, CPMC has exceeded its obligation.

## NEXT STEPS:

This annual obligation continues until 8/10/2023.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

### CPMC'S FULL FUNDING AMOUNT:

FUNDING RECEIVED FROM CPMC TO DATE:

## **CPMC's FUNDING OBLIGATION REMAINING:**

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

CPMC CITY AGENCY COMPLIANCE REPORT		
SUBJECT: Healthcare (New Medi-Cal Beneficiaries)		
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:
Contracting with MSO Providers		Exhibit F § 2.f

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
••••••••••••	Colleen Chawla	OBLIGATION STATUS:	COMPLETE
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning		IN PROGRESS 🗵
EMAIL:	colleen.chawla@sfdph.org		
PHONE:	(415) 554-2769		NOT IN COMPLIANCE 🗆

CPMC shall contract with an existing Management Services Organizations (MSO) to care for New Enrollees, and, when available with a new MSO where the primary care provider base is located in the Tenderloin to care for 1,500 New Enrollees if and when available from the Effective Date through December 31, 2015.

## **CURRENT STATUS:**

In 2014, there continued to be no available MSO with a provider base located in the Tenderloin with which CPMC could contract for new enrollees. In 2014 and 2015, North East Medical Service (NEMS), CPMC's existing Medi-Cal managed care partner, and St. Anthony's signed a contract to enable St. Anthony's to participate in Medi-Cal managed care as part of NEMS's existing partnership with CPMC. CPMC will accept up to 1,500 Medi-Cal enrollees through this new partnership, though there is no deadline before which this must occur.

## NEXT STEPS:

In 2015, the Community Health Innovation Fund will support outreach and education to promote this new Medi-Cal partnership. In addition, the fund will support infrastructure enhancements at St. Anthony's to enable them to be a strong partner to NEMS and CPMC to serve Medi-Cal beneficiaries in the Tenderloin.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:		
CPMC's FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Additional Funds Required:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:	Healthcare (Innovation Fund)		
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:			
Innovation Fund Agreement		Exhibit F § 3.c	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE 🗆
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning		IN PROGRESS 🗵
EMAIL:	colleen.chawla@sfdph.org		
PHONE:	(415) 554-2769		NOT IN COMPLIANCE 🗆

CPMC shall enter into the Innovation Fund Grant Agreement (the "Innovation Fund Agreement") substantially in the form attached hereto as Attachment 1 to this Exhibit F, and City shall agree to and accept same as indicated, with only such changes as are approved by the DPH Director, the City Attorney and the Innovation Fund Foundation that do not decrease CPMC's payment obligations or otherwise materially reduce the benefits provided under the Innovation Fund Agreement as determined by the DPH Director. The Innovation Fund Agreement shall include and implement the provisions applicable to the Innovation Fund Foundation as set forth in this Section 3.

## CURRENT STATUS:

CPMC entered into the Innovation Fund Agreement with The San Francisco Foundation. In 2014, CPMC paid \$1.125 million into the Innovation Fund, for \$4.625 since the inception of the fund.

## NEXT STEPS:

The final installment from CPMC on this annual obligation is 10/7/2017.

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:			
CPMC's FUNDING OBLIGATION REMAINING:				
\$0.00				
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
CPMC CITY AGENCY COMPLIANCE REPORT				
--	--	--------------------	--------------------------	--
SUBJECT:	Healthcare (Innovation Fund)			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
Innovation Fund Funding & Disbursements		Exhibit F § 3.c		
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:		
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE	
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning		IN PROGRESS 🗵	
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE 🗵	
PHONE:	(415) 554-2769		NOT IN COMPLIANCE $\Box$	

The Innovation Fund Foundation shall annually distribute a portion of the principal balance of the Innovation Fund to third-party recipients under a grant application process approved by CPMC and the DPH Director....Prior to any disbursements or commitments for distribution of the Innovation Fund, the Innovation Fund Foundation shall consult with, obtain disbursement advice from the Committee and, if possible, obtain a consensus for distributions with the Committee, as provided in Section 3.a(iii) above, provided that final determinations shall be made by the Innovation Fund Foundation.

#### **CURRENT STATUS:**

In 2014, the Innovation Fund Foundation awarded \$2,010,292 in funding to nine community-based clinics to enhance care coordination with the goal of reducing re-hospitalization rates for high risk patients, and to HealthRight 360 to explore medical group partnerships for Clinic Consortium members. In early 2015, a supplemental award of \$72,000 was made to the Progress Foundation for continuation of crisis intervention services funded by the Innovation Fund in 2013.

#### NEXT STEPS:

In 2015, the Community Health Innovation Fund will support outreach and education to promote the new St. Anthony's/NEMS Medi-Cal partnership. In addition, the fund will support infrastructure enhancements at St. Anthony's to enable them to be a strong partner to NEMS and CPMC to serve Medi-Cal beneficiaries in the Tenderloin.

#### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:	
\$8,600,000.00	\$3,500,000.00	
CPMC's FUNDING OBLIGATION REMAINING:		
\$5,100,000.00		
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:		

#### ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:	Healthcare (Sub-Acute Services)		
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:			
Sub-Acute Services		Exhibit F § 4	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning		IN PROGRESS 🗵
EMAIL:	colleen.chawla@sfdph.org		
PHONE:	(415) 554-2769		NOT IN COMPLIANCE

CPMC shall work with SFDPH and other hospital operators in good faith, but without assuming any obligation to expend funds or other resources, to develop specific proposals for providing sub-acute care services in San Francisco, and to present such proposals to the Health Commission by June 30, 2014, or such date as the participating hospitals and the Health Commission determine.

# **CURRENT STATUS:**

The due date for this obligation has been extended a second time to December 31, 2015. The original due date was set in a prior version of the DA and did not get amended when DA negotiations were extended. The original extension was to June 30, 2015. However, given reductions in skilled nursing services (which include sub-acute care) at CPMC and other San Francisco hospitals and consistent with the desire of the Health Commission for more information on the trends in post-acute care in general, CPMC agreed to expand the scope of

# NEXT STEPS:

CPMC has engaged the services of a consultant to assist with an assessment of post-acute care in San Francisco. In partnership with SFDPH and Dignity Health, this assessment will include an environmental scan of the current post-acute care settings in San Francisco and projections of future need and capacity. The assessment will also explore other best practice models of service delivery / alternative care settings designed to address post-acute care needs in communities and provide recommendations on how to ensure that San Francisco

#### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:			
CPMC's FUNDING OBLIGATION REMAINING:				
\$0.00				
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
Additional Funds Required:				

CPMC CITY AGENCY COM SUBJECT:	Healthcare (Staff Integration)				
			- Cromonia		
DEVELOPMENT AGREEMENT Staff Integration	OBLIGATION:	DEVELOPMENT AGREEMENT Exhibit F § 7	SECTION:		
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:			
STAFF CONTACT NAME:	Colleen Chawla	COMPLETION DATE.	COMPLETE 🗆		
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy &	4			
EMAIL:	Planning colleen.chawla@sfdph.org	OBLIGATION STATUS:			
PHONE:	(415) 554-2769	4			
DESCRIPTION OF OBLIGATIO					
	a Campus and Davies Campus (and, upon Com lity improvement initiatives for the purpose of				
CURRENT STATUS:					
	o integrate the medical staff across its four car	npuses. In 2014, Pediatric H	Hospitalists were added to the list of		
physician groups that are	the same for each hospital campus. The list a	lso includes Internal Medic	ine Hospitalists, Emergency Medicine,		
Radiology, Pathology, One	cology, Neurology, and Anesthesia.				
NEXT STEPS:					
This obligation continues	until 10/8/2023.				
OPPORTUNITIES FOR COMM	IUNITY ENGAGEMENT:				
	Health and the Planning Department have be	gun quarterly meetings wit	th the coalition San Franciscans for		
	Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where				
CPMC'S FULL FUNDING AM	IOUNT:	FUNDING RECEIVED FROM C	PMC TO DATE:		
CPMC's FUNDING OBLIGATION REMAINING:					
\$0.00					
FULLY OR PARTIALLY FUNDE	D; IF PARTIALLY, LIST OTHER APPLICABLE SOURCE	s:			
ADDITIONAL FUNDS REQUIR	ADDITIONAL FUNDS REQUIRED:				

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT: Healthcare (Community Benefits Partnership)				
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:		
CPMC participation in Com	nunity Benefits Partnership	Exhibit F § 8		
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:		
STAFF CONTACT NAME:	Colleen Chawla		COMPLETE	
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning	OBLIGATION STATUS:	IN PROGRESS 🗵	
EMAIL:	colleen.chawla@sfdph.org	Obligation Statos.		
PHONE:	(415) 554-2769		NOT IN COMPLIANCE 🗆	
DESCRIPTION OF OBLIGATION:				
Francisco needs assessment Human Services, community	vely participate in the "Community Benefits process and the Charity Care Project) or its clinics, health plans, non-profit providers a Code Section 127355, for submittal to OSH	successor, of San Francisco p nd advocacy groups, to prepa	rivate non-profit hospitals, SFDPH,	
CURRENT STATUS:				
CPMC has continued to part Community Benefits Partner	icipate in the San Francisco Health Improve ship.	ment Partnership (SFHIP), the	e successor coalition to the	
NEXT STEPS:				
This obligation continues un	til 10/8/2023.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:				
The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.				
CPMC'S FULL FUNDING AMOU	INT:	FUNDING RECEIVED FROM CPN	ИС ТО ДАТЕ:	
CPMC'S FUNDING OBLIGATION REMAINING:				
\$0.00 FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
ADDITIONAL FUNDS REQUIRED	:			

CPMC CITY AGENCY COM	CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:	Healthcare (Chinese Hospital)			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
Chinese Hospital Service Agreement		Exhibit F § 9		
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:		
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE	
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning		IN PROGRESS 🗵	
EMAIL:	colleen.chawla@sfdph.org			
PHONE:	(415) 554-2769		NOT IN COMPLIANCE 🗆	

Through existing service agreements, CPMC currently provides pediatric, obstetric, and certain tertiary services to Chinese Hospital patients. CPMC shall continue to provide such services in a manner generally consistent with existing services agreements with Chinese Hospital and its affiliates as of the Effective Date. Notwithstanding the foregoing, CPMC may adjust programs, services and service lines to meet evolving community needs and quality standards, as may be reflected in future service agreements with Chinese Hospital and its affiliates.

#### **CURRENT STATUS:**

CPMC has continued to provide services to Chinese Hospital patients in a manner consistent with existing service agreements. CPMC maintained its agreement with Chinese Community Health Plan (CCHP) for their Commercial HMO population and added a new contract in 2014 for their Covered California population. CPMC also maintained its longstanding Transfer Agreement and contract for high risk OB/GYN care with Chinese Hospital.

#### NEXT STEPS:

This obligation continues until 10/8/2023.

#### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:		
CPMC's Funding Obligation Remaining:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Additional Funds Required:			

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Healthcare (CLAS)			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:			IT SECTION:	
Culturally and Linguistically Appropriate Services		Exhibit F § 10		
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:		
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE	
STAFF CONTACT TITLE:	Deputy Director of Health, Diretor of Policy & Planning		IN PROGRESS 🗵	
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE	
PHONE:	(415) 554-2769		NOT IN COMPLIANCE	
DESCRIPTION OF OBLIGATION:				
CPMC shall deliver at all Campuses culturally and linguistically appropriate services that are representative of San Francisco's diverse communities and are in accordance with the mandates, guidelines and recommendations of the National Standards on Culturally and				

Linguistically Appropriate Services (CLAS), as issued by the U.S. Department of Health and Human Services' Office of Minority Health in March 2001 and subsequently updated.

# **CURRENT STATUS:**

It is CPMC policy to deliver culturally and linguistically appropriate services in accordance with the mandates, guidelines and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS). CPMC provided a copy of their policy implementing these standards. Though CPMC is in compliance with national standards, the Health and Planning Commissions expressed as part of the 2013 Annual Complaince Report review that they continued to have questions as to the cultural and linguistic

#### NEXT STEPS:

This obligation continues until 10/8/2023.

**OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:** 

The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

CPMC'S FULL FUNDING AMOUNT:

FUNDING RECEIVED FROM CPMC TO DATE:

**CPMC's FUNDING OBLIGATION REMAINING:** 

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

**ADDITIONAL FUNDS REQUIRED:** 

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Health Service Systems			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
CPMC Rate Increase Limit	ations	Exhibit F § 11.c		
LEAD DEPARTMENT:	Health Services Systems	COMPLETION DATE:	12/31/2016	
STAFF CONTACT NAME:	Catherine Dodd		COMPLETE	
STAFF CONTACT TITLE:	Director	OBLIGATION STATUS:	IN PROGRESS	$\boxtimes$
EMAIL:	catherine.dodd@sfgov.org	Obligation Status.	IN COMPLIANCE	$\boxtimes$
PHONE:	(415) 554-1727	]	NOT IN COMPLIANCE	

For the period from January 1, 2014 to December 31, 2016, the negotiated fee for service increase for CPMC shall not exceed 5% annually as compared to the prior calendar year fee for service rates...

#### **CURRENT STATUS:**

2013 was the base price year for these obligations. HSS did not identify an independent actuary to evaluate the 2014 fee increases, and the current compliance status cannot be determined. HSS will engage an independent actuary in 2015-2016 and the actuary will evaluate fee increases based on the fees negotiated between CPMC and the City's insurance provider, Blue Cross.

# NEXT STEPS:

HSS and CPMC will engage an agreed upon actuary. HSS and Planning will provide an interim update on 2014 compliance status in writing to the Health Commission and Planning Commission prior to preparation of the 2015 Annual Report and will also address this issue in the 2015 Annual Report.

# **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

None.

HOUSING PROGRAM

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Housing			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
<b>Replacement Housing Obli</b>	gation	Exhibit G§1.c		
LEAD DEPARTMENT:	Mayor's Office of Housing	COMPLETION DATE:	9/6/2013	
STAFF CONTACT NAME:	Teresa Yanga	OBLIGATION STATUS:	COMPLETE	$\boxtimes$
STAFF CONTACT TITLE:	Director of Housing Development		IN PROGRESS	
EMAIL:	teresa.yanga@sfgov.org		IN COMPLIANCE	$\boxtimes$
PHONE:	(415) 701-5515		NOT IN COMPLIANCE	

MOH shall deposit the Residential Hotel Unit Replacement Fee payment into the Affordable Housing Fund and use the funds for affordable housing....MOH shall confirm to DBI receipt of the Residential Hotel Unit Replacement Fee.

# **CURRENT STATUS:**

CPMC has paid this obligation in full. The Mayor's Office of Housing and Community Development (MOHCD) has provided notice to DBI regarding the receipt of the Residential Housing Unit Replacement Fee.

#### NEXT STEPS:

N/A

# **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

N/A

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:
\$4,138,620.00	\$4,138,620.00
CPMC's FUNDING OBLIGATION REMAINING:	
\$0.00	

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	Housing			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
Affordable Housing Obligation Exhibit G § 2				
LEAD DEPARTMENT:	Mayor's Office of Housing	COMPLETION DATE:	In progress	
STAFF CONTACT NAME:	Teresa Yanga		COMPLETE	
STAFF CONTACT TITLE:	Director of Housing Development	OBLIGATION STATUS:	IN PROGRESS	$\boxtimes$
EMAIL:	teresa.yanga@sfgov.org	Obligation Status.	IN COMPLIANCE	$\boxtimes$
PHONE:	(415) 701-5515		NOT IN COMPLIANCE	

MOH shall deposit the payment into the Affordable Housing Fund and use the funds for affordable housing. CPMC shall provide evidence of payment to DBI upon request, and MOH shall confirm to DBI receipt of the Residential Unit Replacement Fee.

# CURRENT STATUS:

CPMC has provided the first three payments to the Affordable Housing Fund. The first payment was received 9/4/2013, totaling \$2,400,000. The second payment was received on 12/7/2013, totaling \$6,700,000. The third payment was received on 11/8/14, totaling \$7,000,000. Combined, MOHCD has received \$16,100,000. MOHCD will be using the Affordable Housing Payment received to date toward rehabilitating public housing in conjunction with HUD's Rental Assistance Demonstration program and development of new affordable multifamily housing.

#### NEXT STEPS:

CPMC will provide annual payments to the Affordable Housing Fund until the final payment is received by MOHCD in December 2017.

#### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

N/A

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:	
\$36,500,000.00	\$9,100,000.00	
CPMC's FUNDING OBLIGATION REMAINING:		
\$27,400,000.00		

**PUBLIC IMPROVEMENTS** 

CPMC CITY AGENCY COMPLIANCE REPORT					
SUBJECT:	Public Improvements				
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:					
Tenderloin Public Improvements - Pedestrian Safety & Lighting		Exhibit H § 2.a			
LEAD DEPARTMENT:	OEWD - Econ	COMPLETION DATE:	12/7/2016		
STAFF CONTACT NAME:	Amy Cohen	OBLIGATION STATUS:	COMPLETE		
STAFF CONTACT TITLE:	Director, Neighborhood Business Dev.		IN PROGRESS	$\boxtimes$	
EMAIL:	amy.b.cohen@sfgov.org		IN COMPLIANCE	$\boxtimes$	
PHONE:	(415) 554-6649		NOT IN COMPLIANCE		

CPMC shall make the following payments (the "CCHAP Improvement Funds") to City for the purposes identified below...\$4,250,000 to OEWD, DPW or PUC, including at least \$3,450,000 for sidewalk widening and pedestrian improvements and up to \$800,000 for economic development activities in the Tenderloin, as determined by the Director of OEWD following consultation with the PUC General Manager and the Director of DPW.

#### **CURRENT STATUS:**

The San Francisco Public Utilities Commission (SFPUC) has executed a Memorandum of Understanding (MOU) with OEWD for the pedestrian lighting project totaling \$4.25M. They have assigned a team. OEWD has met with the team twice, including meetings with Planning and MTA to ensure coordination with other public realm work in the Tenderloin. Officially, their design process commenced July 1.

# NEXT STEPS:

PUC is planning a Lighting Tour for late August that will include community members and key City partners who will help confirm geographic reach of this project. The City anticipates that construction of the street lighting will completed by spring of 2017.

#### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

Lighting tour is the first opportunity. We are happy to coordinate other opportunities as the project progresses.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:		
\$4,250,000.00	\$1,600,000.00		
CPMC's Funding Obligation Remaining:			
\$2,650,000.00			

CPMC CITY AGENCY COMPLIANCE REPORT					
SUBJECT:	Public Improvements				
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:					
Safe Passage Grant Exhibit H § 2.a					
LEAD DEPARTMENT:	OEWD - Econ	COMPLETION DATE:	12/7/2013		
STAFF CONTACT NAME:	Amy Cohen		COMPLETE		
STAFF CONTACT TITLE:	Director, Neighborhood Business Dev.		IN PROGRESS	$\boxtimes$	
EMAIL:	amy.b.cohen@sfgov.org		IN COMPLIANCE	$\boxtimes$	
PHONE:	(415) 554-6649		NOT IN COMPLIANCE		

CPMC shall pay the total sum of Two Hundred Thousand Dollars (\$200,000) to OEWD (the "Safe Passage Grant") as described in Schedule A (Section I), in accordance with Exhibit N (Payment Schedule).

#### **CURRENT STATUS:**

We solicited and received a proposal for the capital portion of the proposed Safe Passage program. However, the grantee determined a need for additional funding, so we have been working with a prospective funding partner to supplement the \$200,000 and focus on both the capital and the programmatic dollars needed. We are awaiting a revised proposal reflecting the additional funding commitment.

#### NEXT STEPS:

We are awaiting a new proposal from the prospective grantee and will finalize funding agreement at that time.

### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

Many opportunities, ongoing, given that the program is a collaboration of CBOs in the Tenderloin and relies on volunteer recruitment to ensure safety of the path.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:			
\$200,000.00	\$200,000.00			
CPMC's Funding Obligation Remaining:				
\$0.00				

Visioning processes for the three campuses continues.

# **TRANSPORTATION**

SUBJECT:	Transportation			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
Cathedral Hill Transit and Safety Improvements Exhibit H		Exhibit H § 2.b	t H § 2.b	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/2016	
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE	
STAFF CONTACT TITLE:	Senior Transportation Planner	OBLIGATION STATUS:	IN PROGRESS X	
EMAIL:	Frank.Markowitz@sfmta.com	OBLIGATION STATUS.	IN COMPLIANCE X	
PHONE:	(415) 701-4442		NOT IN COMPLIANCE	

\$1,550,000 to DPW or MTA for transit and safety improvements and work as part of the CCHAP Improvements... in the neighborhoods around the Cathedral Hill Campus.

# **CURRENT STATUS:**

Partial funding has been received. SFMTA and DPW have agreed on proposal to use funds to improve transit travel times and reliability near the campuses. Funding is expected to be used for #3-Jackson Transit Signal Priority and possibly other TSP projects near Cathedral Hill, including the #19-Polk and #2-Clement.

#### NEXT STEPS:

CPMC will review detailed proposal. If acceptable, SFMTA will implement. Construction expected mid 2016

# **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

SFMTA invited suggestions from key Supervisors' offices. The proposal was also presented to the SFMTA Citizens Advisory Council on August 7, 2014.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:			
\$1,550,000.00	\$400,000.00			
CPMC's FUNDING OBLIGATION REMAINING:				
\$1,150,000.00				
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
Fully funded.				
Additional Funds Required:				
NA				

CPMC CITY AGENCY COMPL	IANCE REPORT			
SUBJECT: Transportation				
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
California Campus Enforcement and Traffic Safety Measures Exhibit H § 2.c				
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/2016	
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE 🗆	
STAFF CONTACT TITLE:	Senior Transportation Planner	+		
EMAIL:	Frank.Markowitz@sfmta.com	OBLIGATION STATUS:	IN COMPLIANCE X	
PHONE:	(415) 701-4442			
PHONE.	(413) /01-4442		NOT IN COMPLIANCE 🗌	
DESCRIPTION OF OBLIGATION: CPMC shall make the following payments (the "CCHAP Improvement Funds") to City for the purposes identified below\$3,000,000 to DPW or MTA, as applicable, for Public Improvement Costs for enforcement and traffic safety measures as part of the CCHAP Improvements (shown in Schedule A Section I), around the CPMC Pacific Campus and California Campus.				
CURRENT STATUS:				
<ul> <li>Partial funding has been received. The City has agreed on the proposal to use some of the funds to improve pedestrian safety by way of the following initial enforcement and traffic safety measures near the California and Pacific campuses: <ol> <li>up to \$800,000 for a 2-year Enhanced Parking Enforcement Pilot that will focus on loading zones and crosswalks within one block of campus, currently focused on Pacific campus. Progress evaluations provided every 6 months.</li> <li>\$80,000 for rectangular rapid flash beacons at California/Commonwealth intersection, with added pedestrian improvements possible (based on detailed field work and collision analysis).</li> <li>About \$20,000 for continental crosswalk restriping and other visibility improvements for WalkFirst intersections within 2000 feet of campuses and all unsignalized crosswalks immediately adjacent to campuses. (Webster intersections including Clay will receive continental crosswalks in the second half of 2016 under a funded repaving project.)</li> <li>Other potential uses of remaining funds are being discussed with CPMC.</li> </ol></li></ul> <li>Next Steps: SFMTA will continue to implement and adjust as needed the enhanced parking enforcement program. CPMC will review proposals for use of remaining funds.</li>				
OPPORTUNITIES FOR COMMUN	NITY ENGAGEMENT:			
SFMTA invited suggestions from key Supervisors' offices. The proposal was presented to the SFMTA Citizens Advisory Council on August 7, 2014.				
CPMC'S FULL FUNDING AMOU	INT:	FUNDING RECEIVED FROM CPN	MC TO DATE:	
\$3,000,000.00		\$1,300,000.00		
CPMC's FUNDING OBLIGATION	REMAINING:			
\$1,700,000.00		c,		
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: Fully funded.				
Additional Funds Required:				
NA				

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT: Transportation				
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:				
Pacific Campus Enforcement and Traffic Safety Measures Exhibit H § 2.c				
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/2016	
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE 🗆	
STAFF CONTACT TITLE:	Senior Transportation Planner		IN PROGRESS X	
EMAIL:	Frank.Markowitz@sfmta.com	OBLIGATION STATUS:	IN COMPLIANCE X	
PHONE:	(415) 701-4442			
PHONE.	(413) 701-4442		NOT IN COMPLIANCE 🗆	
DPW or MTA, as applicable,	ing payments (the "CCHAP Improvement Fu for Public Improvement Costs for enforcem nedule A Section I), around the CPMC Pacifi	nent and traffic safety measur	es as part of the CCHAP	
CURRENT STATUS:				
<ul> <li>Partial funding has been received. The City has agreed on the proposal to use some of the funds to improve pedestrian safety by way of the following initial enforcement and traffic safety measures near the California and Pacific campuses:</li> <li>1. up to \$800,000 for a 2-year Enhanced Parking Enforcement Pilot that will focus on loading zones and crosswalks within one block of campus, currently focused on Pacific campus. Progress evaluations provided every 6 months.</li> <li>2. \$80,000 for rectangular rapid flash beacons at California/Commonwealth intersection, with added pedestrian improvements possible (based on detailed field work and collision analysis).</li> <li>3. About \$20,000 for continental crosswalk restriping and other visibility improvements for WalkFirst intersections within 2000 feet of campuses and all unsignalized crosswalks immediately adjacent to campuses. (Webster intersections including Clay will receive continental crosswalks in the second half of 2016 under a funded repaving project.)</li> <li>Other potential uses of remaining funds are being discussed with CPMC.</li> </ul> <b>NEXT STEPS:</b> SFMTA will continue to implement and adjust as needed the enhanced parking enforcement program. CPMC will review proposals for use of remaining funds.				
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT: SFMTA invited suggestions from key Supervisors' offices. The proposal was presented to the SFMTA Citizens Advisory Council on August 7, 2014.				
CPMC'S FULL FUNDING AMOU	NT:	FUNDING RECEIVED FROM CPM	MC TO DATE:	
\$3,000,000.00		\$1,300,000.00		
CPMC's FUNDING OBLIGATION	REMAINING:			
\$1,700,000.00		c,		
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: Fully funded.				
ADDITIONAL FUNDS REQUIRED:				
NA				

CPMC CITY AGENCY COMPLIANCE REPORT					
SUBJECT:	SUBJECT: Public Improvements				
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:		ECTION:			
St. Luke's Campus Public Improvements Final Design Submission Exhibit H § 6.a					
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	7/31/2024		
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE		
STAFF CONTACT TITLE:	Senior Transportation Planner	OBLIGATION STATUS:	IN PROGRESS X		
EMAIL:	Frank.Markowitz@sfmta.com		IN COMPLIANCE X		
PHONE:	(415) 701-4442		NOT IN COMPLIANCE 🗆		
DESCRIPTION OF OBLIGATION:         CPMC shall prepare final design, specifications and construction plans for the STLD Improvements for submittal to City, and City shall have sole authority to review and approve improvement plans for the STLD Improvements consistent with the descriptions in Schedule A.         CURRENT STATUS:         Final design for these improvements has yet to be completed.         NEXT STEPS:         CPMC will complete design and determine whether to construct improvements directly or fund City construction.					
	OPPORTUNITIES FOR COMMUNITY ENGAGEMENT: The design concepts were reviewed during the public and Board of Supervisors review of the CPMC development project.				
\$3,300,000.00		FUNDING RECEIVED FROM CPP \$0.00			
CPMC's FUNDING OBLIGATION	N REMAINING:	1			
\$3,300,000.00					
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:           Funding estimates to be finalized.					
Additional Funds Required:					
Funding estimates to be finalized.					

CPMC CITY AGENCY COMPLIANCE REPORT					
SUBJECT: Public Improvements					
DEVELOPMENT AGREEMENT O	EVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:		ECTION:		
Davies Campus Public Impro	ovements Final Design Submission	Exhibit H § 6.a			
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	7/31/2024		
STAFF CONTACT NAME:	Frank Markowitz	OBLIGATION STATUS:	COMPLETE		
STAFF CONTACT TITLE:	Senior Transportation Planner		IN PROGRESS X		
EMAIL:	Frank.Markowitz@sfmta.com		IN COMPLIANCE X		
PHONE:	(415) 701-4442		NOT IN COMPLIANCE		
DESCRIPTION OF OBLIGATION:         CPMC shall prepare final design, specifications and construction plans for the STLD Improvements for submittal to City, and City shall have sole authority to review and approve improvement plans for the STLD Improvements consistent with the descriptions in Schedule A.         CURRENT STATUS:         Final design for these improvements has yet to be completed.         NEXT STEPS:         CPMC will complete design and determine whether to construct improvements directly or fund City construction.					
The design concepts were re	<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b> The design concepts were reviewed during the public and Board of Supervisors review of the CPMC development project.				
CPMC'S FULL FUNDING AMOL	JNT:	FUNDING RECEIVED FROM CPI	MC TO DATE:		
\$475,000.00	N REMAINING	\$0.00			
\$475,000.00	CPMC's FUNDING OBLIGATION REMAINING:				
	IF PARTIALLY, LIST OTHER APPLICABLE SOURCE	S:			
Funding estimates to be finalized.					
Additional Funds Required:					
Funding estimates to be finalized.					

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:	Transportation		
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
BRT Contribution		§ 4.2.4(e); Exhibit K § 1; Exhibit N	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	12/1/2018
STAFF CONTACT NAME:	Frank Markowitz	OBLIGATION STATUS:	
STAFF CONTACT TITLE:	Senior Transportation Planner		IN PROGRESS X
EMAIL:	Frank.Markowitz@sfmta.com		IN COMPLIANCE X
PHONE:	(415) 701-4442		NOT IN COMPLIANCE 🗆
Description of OBLIGATION:         SFMTA shall use the BRT contributions for hard and soft costs of planning, administration and construction association with the BRT improvements to be constructed or installed in the Geary/Van Ness public rights of way adjacent to the Cathedral Hill Campus.         CURRENT STATUS:         Funding has been received in full my SFMTA. Portion of funds utilized for design of Van Ness BRT; remaining funds to be utilized for future construction.         NEXT STEPS:         Remaining funds to be used for construction of the Van Ness BRT project. The project is expected to be completed and operating by 2018.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b> The Van Ness BRT project has extensive community involvement opportunities, including its own Citizens Advisory Committee.			
CPMC'S FULL FUNDING AMOU \$5,000,000.00	JNI:	FUNDING RECEIVED FROM CPP \$5,000,000.00	VIC TO DATE:
CPMC's FUNDING OBLIGATION	N REMAINING:		
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: The project is virtually fully funded. Funding has been identified, but not all funding is committed.			
ADDITIONAL FUNDS REQUIRED There is a full funding plan,	<b>):</b> and SFMTA grants staff are obtaining comm	itments for all needed fundin	ıg.

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:	Transportation (Bicycle Studies)		
DEVELOPMENT AGREEMENT	OBLIGATION:	DEVELOPMENT AGREEMENT	SECTION:
Bicycle Studies		§ 4.2.4(e); Exhibit K.4	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	7/31/2015
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE
STAFF CONTACT TITLE:	Senior Transportation Planner	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	Frank.Markowitz@sfmta.com	OBLIGATION STATUS.	IN COMPLIANCE X
PHONE:	(415) 701-4442		NOT IN COMPLIANCE
<ul> <li>b. Develop design alternation</li> <li>c. Develop traffic calming</li> <li>d. Design traffic calming n</li> <li>CURRENT STATUS:</li> <li>Funding has been received</li> <li>Improvements; (2) Califor</li> <li>Polk Street Improvements</li> </ul>	cle routes between CPMC's campuses tives for improved bicycle facilities on Polk Str proposals along the Wiggle neasures along 26th Street between Valencia d in full by SFMTA. Funds are being used to ir nia Campus for completed Euclid Avenue Bike s , (4) St. Luke's for Mission/Valencia Raised C	Street and Potrero Avenue. nprove bicycle safety and ac e Lanes; (3) Pacific Campus	ccess near (1) Cathedral Hill for Wiggle
NEXT STEPS:			
Implementation is continu			
OPPORTUNITIES FOR COMM			
	s from key Supervisors' offices. The proposal ory Committee that can also review.	was presented to the SFMT	A Citizens Advisory Council. The

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:
\$400,000.00	\$400,000.00
CPMC's FUNDING OBLIGATION REMAINING:	
\$0.00	
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHE	R APPLICABLE SOURCES:
Fully funded.	
ADDITIONAL FUNDS REQUIRED:	
NA	

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT: TDM: Outreach, Marketing, and Information				
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:		
Reinstate Transportation Services Newsletter		Exhibit K § 5; TDMP Page 7		
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015	
STAFF CONTACT NAME:	Carli Paine	OBLIGATION STATUS:	COMPLETE	
STAFF CONTACT TITLE:	TDM Manager		IN PROGRESS X	
EMAIL:	carli.paine@sfmta.com		IN COMPLIANCE X	
PHONE:	(415) 701-4469			
DESCRIPTION OF OBLIGATION Reintroduce the Parking Se available.	rvices Newsletter and rebrand it as a transp	portation newsletter that mark	kets the various TDM programs	
CURRENT STATUS:				
	Transportation information is provided via weekly pdf fliers and the monthly employee newsletter.          NEXT STEPS:         CPMC will provide a copy of the newsletters to SFMTA, and will continue to send out communications. The SFMTA will monitor progress on this measure, meeting CPMC roughly quarterly to discuss details.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b> The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commmitments in the Development Agreement.				
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM CP	MC TO DATE:	
\$0.00		\$0.00		
	CPMC's FUNDING OBLIGATION REMAINING:			
\$0.00				
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: NA				
Additional Funds Required:				
NA				

SUBJECT:	TDM: Outreach, Marketing, and I	nformation	
DEVELOPMENT AGREEMEN	T OBLIGATION:	DEVELOPMENT AGREEME	NT SECTION:
TDM Communication Bo	ards - Campus Cafeterias	Exhibit K § 5; TDMP Pag	ge 7
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015
STAFF CONTACT NAME:	Carli Paine		COMPLETE 🗆
TAFF CONTACT TITLE:	TDM Manager		IN PROGRESS X
EMAIL:	carli.paine@sfmta.com	OBLIGATION STATUS:	IN COMPLIANCE X
PHONE:	(415) 701-4469		
CURRENT STATUS:			
CPMC utilized 18x24 pos commute survey. NEXT STEPS: Fulfill obligation by postin market other TDM venue power point presentations	g TDM information and events. CPM	C will continue to post 18x24 post formation to be included as part of t to new employee welcome ema	ters at designated campus locations t of new employee orientations through
CPMC utilized 18x24 pos commute survey. NEXT STEPS: Fulfill obligation by postin market other TDM venue power point presentations mplementaton progress, OPPORTUNITIES FOR COMM The TDM Plan was briefly covering all the transport	g TDM information and events. CPM of services. Commute alternatives in s and handouts, as well as attachmer meeting CPMC roughly quarterly to c	C will continue to post 18x24 post formation to be included as part o it to new employee welcome ema discuss details. dvisory Council on August 7, 201 nent Agreement. Invite communit	ters at designated campus locations to of new employee orientations through ils. The SFMTA will monitor 4 as part of a larger outreach effort ty participation and employee
CPMC utilized 18x24 pos commute survey. NEXT STEPS: Fulfill obligation by postin market other TDM venue power point presentations mplementaton progress, DPPORTUNITIES FOR COMP The TDM Plan was briefly covering all the transport coordination regarding ca	g TDM information and events. CPM of services. Commute alternatives in s and handouts, as well as attachmen meeting CPMC roughly quarterly to c MUNITY ENGAGEMENT: y presented to the SFMTA Citizens Ad ation commmitments in the Developm irpooling, rides home, bike trains, and	C will continue to post 18x24 post formation to be included as part of it to new employee welcome ema liscuss details. dvisory Council on August 7, 201 ent Agreement. Invite communit d other TDM-related items on the FUNDING RECEIVED FROM	ters at designated campus locations the of new employee orientations through ils. The SFMTA will monitor 4 as part of a larger outreach effort ty participation and employee communication boards
CPMC utilized 18x24 post commute survey.	g TDM information and events. CPMe of services. Commute alternatives in s and handouts, as well as attachmen meeting CPMC roughly quarterly to c MUNITY ENGAGEMENT: y presented to the SFMTA Citizens Ad ation commmitments in the Developm prooling, rides home, bike trains, and MOUNT:	C will continue to post 18x24 post formation to be included as part of it to new employee welcome ema liscuss details. dvisory Council on August 7, 201 ent Agreement. Invite communit d other TDM-related items on the	4 as part of a larger outreach effort ty participation and employee communication boards
CPMC utilized 18x24 post commute survey.	g TDM information and events. CPMe of services. Commute alternatives in s and handouts, as well as attachmen meeting CPMC roughly quarterly to c MUNITY ENGAGEMENT: y presented to the SFMTA Citizens Ad ation commmitments in the Developm prooling, rides home, bike trains, and MOUNT:	C will continue to post 18x24 post formation to be included as part of it to new employee welcome ema liscuss details. dvisory Council on August 7, 201 ent Agreement. Invite communit d other TDM-related items on the FUNDING RECEIVED FROM	ters at designated campus locations through of new employee orientations through ils. The SFMTA will monitor 4 as part of a larger outreach effort ty participation and employee communication boards
CPMC utilized 18x24 pos commute survey. NEXT STEPS: Fulfill obligation by postin market other TDM venue power point presentations implementaton progress, OPPORTUNITIES FOR COMI The TDM Plan was briefly covering all the transports coordination regarding ca CPMC's FULL FUNDING AN \$0.00 CPMC's FUNDING OBLIGAT \$0.00	g TDM information and events. CPMe of services. Commute alternatives in s and handouts, as well as attachmen meeting CPMC roughly quarterly to c MUNITY ENGAGEMENT: y presented to the SFMTA Citizens Ad ation commmitments in the Developm prooling, rides home, bike trains, and MOUNT:	C will continue to post 18x24 post formation to be included as part of it to new employee welcome ema discuss details. dvisory Council on August 7, 201- nent Agreement. Invite communit d other TDM-related items on the FUNDING RECEIVED FROM \$0.00	ters at designated campus locations of new employee orientations through ils. The SFMTA will monitor 4 as part of a larger outreach effort ty participation and employee communication boards
CPMC utilized 18x24 pos commute survey. NEXT STEPS: Fulfill obligation by postin market other TDM venue power point presentations implementaton progress, OPPORTUNITIES FOR COMI The TDM Plan was briefly covering all the transports coordination regarding ca CPMC's FULL FUNDING AN \$0.00 CPMC's FUNDING OBLIGAT \$0.00	g TDM information and events. CPMe of services. Commute alternatives in s and handouts, as well as attachmen meeting CPMC roughly quarterly to c MUNITY ENGAGEMENT: / presented to the SFMTA Citizens Ad ation commmitments in the Developm rpooling, rides home, bike trains, and MOUNT:	C will continue to post 18x24 post formation to be included as part of it to new employee welcome ema discuss details. dvisory Council on August 7, 201- nent Agreement. Invite communit d other TDM-related items on the FUNDING RECEIVED FROM \$0.00	ters at designated campus locations of new employee orientations through ils. The SFMTA will monitor 4 as part of a larger outreach effort ty participation and employee communication boards

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT: TDM: Outreach, Marketing, and Information			
DEVELOPMENT AGREEMENT O	DBLIGATION:	DEVELOPMENT AGREEMENT SECTION:	
Enhance TDM Site on Intra	net	Exhibit K § 5; TDMP Page 7	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015
STAFF CONTACT NAME:	Carli Paine		COMPLETE
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	carli.paine@sfmta.com		IN COMPLIANCE X
PHONE:	(415) 701-4469		NOT IN COMPLIANCE
	oyee intranet to emphasize TDM programs , links to WageWorks, Clipper, BART, MUI		
CURRENT STATUS:			
• • • •	employee intranet as described above. CF b. The SFMTA will monitor progress on this	• •	•
<b>OPPORTUNITIES FOR COMMU</b>			
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commmitments in the Development Agreement. Invite employee coordination regarding carpooling, rides home, bike trains, and other TDM-related items on the intranet site			
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM CP	MC TO DATE:
\$0.00		\$0.00	
CPMC's FUNDING OBLIGATION REMAINING:			
\$0.00 FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED	D:		

SUBJECT:	TDM: Outreach, Marketing, and	Information	
DEVELOPMENT AGREEMEN	T OBLIGATION:	DEVELOPMENT AGREEME	NT SECTION:
nhance TDM Information on Public Website Exhibit K § 5; TDMP Page 7			
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015
STAFF CONTACT NAME:	Carli Paine		COMPLETE 🗆
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	carli.paine@sfmta.com	Obligation Status.	IN COMPLIANCE X
PHONE:	(415) 701-4469		NOT IN COMPLIANCE
	nion of the webbite ontail be apaated	to provide information on biking t	o the campus as well as taking BART
CURRENT STATUS:		to provide information on biking t	o the campus as well as taking BART
CURRENT STATUS: Website under developm Next Steps: Fulfill obligation by updat alternative transportation	ent.	/e. CPMC is developing "How to g s, bicycle parking and maps, MUN	et to CPMC" page, which will include I, BART, ferries, 511.org, SF
alternative transportation	ent. ing public website as described abov information regarding BART shuttles ervices. The SFMTA will monitor pro	/e. CPMC is developing "How to g s, bicycle parking and maps, MUN	et to CPMC" page, which will include I, BART, ferries, 511.org, SF

covering all the transportation commitments in the Development Agreement. Publicize transportation information on public engagement, invite comment (via online or in-person surveys) regarding most helpful information and means of display on public website.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:
\$0.00	\$0.00
CPMC's FUNDING OBLIGATION REMAINING:	
\$0.00	
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOUR	CES:
Additional Funds Required:	

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	TDM: Outreach, Marketing, and Information			
DEVELOPMENT AGREEMEN	ELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:			
Reinstate and Expand Ar	Reinstate and Expand Annual Transportation Fair Exhibit K § 5; TDMP Page 7			
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015	
STAFF CONTACT NAME:	Carli Paine		COMPLETE	
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X	
EMAIL:	carli.paine@sfmta.com	OBLIGATION STATUS.	IN COMPLIANCE X	
PHONE:	(415) 701-4469		NOT IN COMPLIANCE	
DESCRIPTION OF OBLIGATION:				

The Fair shall include representatives from local and regional transportation agencies, the Bicycle Coalition, 511.org, and carshare companies, and provide information about transit, ridesharing and bicycling.

#### **CURRENT STATUS:**

Transportation fair under development.

# NEXT STEPS:

Fulfill obligation by conducting the Transportation Fair. Information tables with personalized commute advice for employees planned for December 2015. Full service transportation expo at each campus planned for Spring 2016. The SFMTA will monitor progress on this measure, meeting with CPMC roughly quarterly.

#### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commmitments in the Development Agreement. Invite members of the community to attend and participate in the Fair

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:			
\$0.00	\$0.00			
CPMC's FUNDING OBLIGATION REMAINING:				
\$0.00				
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOUR	CES:			
ADDITIONAL FUNDS REQUIRED:				

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT: TDM: Outreach, Marketing, and Information				
DEVELOPMENT AGREEMENT (		DEVELOPMENT AGREEMENT SECTION:		
Increase Marketing of Emergency Ride Home Program		Exhibit K § 5; TDMP Page 7		
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015	
STAFF CONTACT NAME:	Carli Paine	OBLIGATION STATUS:	COMPLETE	
STAFF CONTACT TITLE:	TDM Manager		IN PROGRESS X	
EMAIL:	carli.paine@sfmta.com		IN COMPLIANCE X	
PHONE:	(415) 701-4469			
DESCRIPTION OF OBLIGATION	:			
CURRENT STATUS: According to the April 1, 2013 Final TDM Plan, CPMC already participates in the ERH program. CPMC continues to promote program weekly via posters and communications; ERH posters are posted in all CPMC shuttle vehicles and on selected campus bulletin boards at each campus.				
CPMC will provide documentation to the SFMTA on how the Emergency Ride Home Program is marketed to employees.				
<b>OPPORTUNITIES FOR COMMU</b>				
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commmitments in the Development Agreement.				
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM CP	MC TO DATE:	
\$0.00		\$0.00		
CPMC's FUNDING OBLIGATION REMAINING: \$0.00				
•	; IF PARTIALLY, LIST OTHER APPLICABLE SOUR	CES:		
NA	,			
Additional Funds Required:				
NA				

CPMC CITY AGENCY COMPLIANCE REPORT SUBJECT: TDM: Outreach, Marketing, and Information			
DEVELOPMENT AGREEMENT OBLIGATION:         DEVELOPMENT AGREEMENT SEC           Design an Outreach Program         Exhibit K § 5; TDMP Page 7			
Design an Outreach Progra	m	Exhibit K 9 5; I DiviP Pag	ge /
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015
STAFF CONTACT NAME:	Carli Paine		COMPLETE 🗆
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	carli.paine@sfmta.com	Obligation States.	IN COMPLIANCE X
PHONE:	(415) 701-4469		NOT IN COMPLIANCE
	: be designed emphasizing the time savi adopting alternative transportation mod		gas emissions, health benefits, and
NEXT STEPS: Fulfill obligation by designir	nental and health benefits of alternative og the outreach program. SFMTA and C utreach program to SFMTA.		ighly quarterly to discuss details.
covering all the transportation	INITY ENGAGEMENT: Diresented to the SFMTA Citizens Advis on commmitments in the Development to the community when program desig	Agreement. Engage the com	
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM	I CPMC TO DATE:
\$0.00		\$0.00	
CPMC's FUNDING OBLIGATIO	N REMAINING:		
\$0.00			
FULLY OR PARTIALLY FUNDED	; IF PARTIALLY, LIST OTHER APPLICABLE S	JURCES:	
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT: TDM: Outreach, Marketing, and Information				
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:		
Design TDM Operations and Maintenance Budget		Exhibit K § 5; TDMP Page 7		
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015	
STAFF CONTACT NAME:	Carli Paine			
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X	
EMAIL:	carli.paine@sfmta.com	Obligation Status.	IN COMPLIANCE X	
PHONE:	(415) 701-4469		NOT IN COMPLIANCE	
DESCRIPTION OF OBLIGATION:				
CURRENT STATUS:	blished and carried over to 2015.			
NEXT STEPS:				
Fulfill obligation by establishing TDM budget and regularly reporting results, as described above. SFMTA and CPMC have been meeting roughly quarterly to discuss details. CPMC is working on 2016 budget and TDM is collaborating with parking management and shuttle operations to establish TDM funding sources, capital purchases and cost neutrality.				
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:				
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commmitments in the Development Agreement. Report TDM budget and results to community				
CPMC'S FULL FUNDING AMOU	JNT:	FUNDING RECEIVED FROM CP	MC TO DATE:	
\$0.00		\$0.00		
CPMC's FUNDING OBLIGATION REMAINING: \$0.00				
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
ADDITIONAL FUNDS REQUIRED	):			

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	TDM: Parking Pricing			
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMEN		
Parking Pricing		Exhibit K § 5; TDMP Page	e 7	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015	
STAFF CONTACT NAME:	Carli Paine		COMPLETE 🗆	
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X	
EMAIL:	carli.paine@sfmta.com	OBLIGATION STATUS.	IN COMPLIANCE X	
PHONE:	(415) 701-4469		NOT IN COMPLIANCE	
DESCRIPTION OF OBLIGATION CPMC shall evaluate and the	I: nen increase employee parking prio	ces as needed to achieve the trip a	nd parking reduction goals.	
<b>CURRENT STATUS:</b> CPMC TDM and Parking Management are in the process of reviewing the current parking rate structure and demand at both on-site and off-site locations. This includes a needs assessment and cost analysis to evaluate employee parking prices and determine whether on-site parking rates should be increased, or off-site subsidies decreased, to achieve the trip and parking reduction goals.				
NEXT STEPS:				
Provide documentation of this evaluation to the SFMTA. Implement recommendations contained in needs assessment.				
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:				
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commmitments in the Development Agreement.				
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM	CPMC TO DATE:	
\$0.00		\$0.00		
CPMC's FUNDING OBLIGATION REMAINING:				
\$0.00 FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
ADDITIONAL FUNDS REQUIRE	D:			

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT: TDM: Coordinator				
DEVELOPMENT AGREEMENT OBLIGATION:		<b>DEVELOPMENT AGREEMENT S</b>		
TDM Coordinator		Exhibit K § 5; TDMP Page 7-8		
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015	
STAFF CONTACT NAME:	Carli Paine	OBLIGATION STATUS:	COMPLETE X	
STAFF CONTACT TITLE:	TDM Manager		IN PROGRESS	
EMAIL:	<u>carli.paine@sfmta.com</u>		IN COMPLIANCE X	
PHONE:	(415) 701-4469		NOT IN COMPLIANCE	
DESCRIPTION OF OBLIGATION:         CPMC shall retain a full-time experienced TDM coordinator to coordinate, monitor and publicize TDM activities for the campus including the following: Develop an information package of transportation services and benefits offered by CPMC, and participate in employee orientation training; Promote attendance at the Transportation Fair by providing incentives for employees to attend the Fair, such as free transit fast passes; Maintain and update the TDM communication boards; Monitor and update, as appropriate, the TDM Plan; Track participation rates in TDM programs (monthly & annually); Conduct employee travel surveys on an annual basis; Coordinate parking management and the shuttle program; Create a central database of shuttle utilization data; Oversee the rebranded transportation newsletter.         CURRENT STATUS:         TDM Coordinator hired and started work in April 2015. Coordinator increased BART shuttle service frequency during peak periods         Next Steps:         TDM Coordinator managing and implementing TDM Program. Coordinator will evaluate all shuttle operations and service lines in order to meet ridership demand, improve operations, reduce costs, and reduce GHG emissions.				
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b> The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commmitments in the Development Agreement.				
CPMC'S FULL FUNDING AMOL	JNT:	FUNDING RECEIVED FROM CP	MC TO DATE:	
\$0.00		\$0.00		
CPMC's FUNDING OBLIGATION REMAINING:				
\$0.00 FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
ADDITIONAL FUNDS REQUIRED	):			

SUBJECT:	PLIANCE REPORT TDM: Carpool and Vanpool Parking			
DEVELOPMENT AGREEMENT OBLIGATION: Carpool and Vanpool Parking		Exhibit K § 5; TDMP Pag	DEVELOPMENT AGREEMENT SECTION:	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015	
STAFF CONTACT NAME:	Carli Paine		COMPLETE 🗆	
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X	
EMAIL:	carli.paine@sfmta.com		IN COMPLIANCE X	
PHONE:	(415) 701-4469		NOT IN COMPLIANCE	
	ber of parking spaces for carpo	ol parking shall be monitored annually a ols and vanpools.		
CURRENT STATUS: Undergoing parking need parking.	ds assessment, which includes e	evaluation of existing parking spaces to	be utilized for carpool and vanpool	
NEXT STEPS: Monitor number and loca parking spaces for carpo monitoring and determina	ols and vanpools; increase carp ation to the SFMTA. Implement r	pool parking spaces and determine whool and vanpool parking as necessary. ecommendations from parking needs a		
NEXT STEPS: Monitor number and loca parking spaces for carpo monitoring and determina installation of vanpool an OPPORTUNITIES FOR COMI	ols and vanpools; increase carp ation to the SFMTA. Implement in d carpool spaces. MUNITY ENGAGEMENT:	ool and vanpool parking as necessary. recommendations from parking needs a	Provide documentation of this assessment, which would likely include	
NEXT STEPS: Monitor number and loca parking spaces for carpo monitoring and determina installation of vanpool an OPPORTUNITIES FOR COMI The TDM Plan was briefl	ols and vanpools; increase carp ation to the SFMTA. Implement in d carpool spaces. MUNITY ENGAGEMENT:	econ and vanpool parking as necessary. recommendations from parking needs a ens Advisory Council on August 7, 2014	Provide documentation of this assessment, which would likely include	
NEXT STEPS: Monitor number and loca parking spaces for carpo monitoring and determina installation of vanpool an OPPORTUNITIES FOR COMI The TDM Plan was briefl	ols and vanpools; increase carp ation to the SFMTA. Implement in d carpool spaces. MUNITY ENGAGEMENT: y presented to the SFMTA Citize ation commmitments in the Deve	ecommendations from parking needs a ens Advisory Council on August 7, 2014 elopment Agreement.	Provide documentation of this assessment, which would likely include 4 as part of a larger outreach effort	
NEXT STEPS: Monitor number and loca parking spaces for carpo monitoring and determina installation of vanpool an OPPORTUNITIES FOR COMI The TDM Plan was briefl covering all the transport	ols and vanpools; increase carp ation to the SFMTA. Implement in d carpool spaces. MUNITY ENGAGEMENT: y presented to the SFMTA Citize ation commmitments in the Deve	economic and vanpool parking as necessary. recommendations from parking needs a ens Advisory Council on August 7, 2014 elopment Agreement.	Provide documentation of this assessment, which would likely include 4 as part of a larger outreach effort	
NEXT STEPS: Monitor number and loca parking spaces for carpo monitoring and determina installation of vanpool an OPPORTUNITIES FOR COMI The TDM Plan was briefl covering all the transport CPMC'S FULL FUNDING AN \$0.00 CPMC'S FUNDING OBLIGAT	ols and vanpools; increase carp ation to the SFMTA. Implement in d carpool spaces. MUNITY ENGAGEMENT: y presented to the SFMTA Citize ation commmitments in the Deve MOUNT:	ecommendations from parking needs a ens Advisory Council on August 7, 2014 elopment Agreement.	Provide documentation of this assessment, which would likely include 4 as part of a larger outreach effort	
NEXT STEPS: Monitor number and loca parking spaces for carpo monitoring and determina installation of vanpool an OPPORTUNITIES FOR COMI The TDM Plan was briefl covering all the transport CPMC'S FULL FUNDING AN \$0.00 CPMC'S FUNDING OBLIGA	ols and vanpools; increase carp ation to the SFMTA. Implement in d carpool spaces. MUNITY ENGAGEMENT: y presented to the SFMTA Citize ation commmitments in the Deve MOUNT: TION REMAINING:	ool and vanpool parking as necessary. recommendations from parking needs a ens Advisory Council on August 7, 2014 elopment Agreement. FUNDING RECEIVED FROM \$0.00	Provide documentation of this assessment, which would likely include 4 as part of a larger outreach effort	
NEXT STEPS: Monitor number and loca parking spaces for carpo monitoring and determina installation of vanpool an OPPORTUNITIES FOR COMI The TDM Plan was briefl covering all the transport CPMC'S FULL FUNDING AN \$0.00 CPMC'S FUNDING OBLIGA \$0.00	ols and vanpools; increase carp ation to the SFMTA. Implement in d carpool spaces. MUNITY ENGAGEMENT: y presented to the SFMTA Citize ation commmitments in the Deve MOUNT:	ool and vanpool parking as necessary. recommendations from parking needs a ens Advisory Council on August 7, 2014 elopment Agreement. FUNDING RECEIVED FROM \$0.00	Provide documentation of this assessment, which would likely include 4 as part of a larger outreach effort	
NEXT STEPS: Monitor number and loca parking spaces for carpo monitoring and determina installation of vanpool an OPPORTUNITIES FOR COMI The TDM Plan was briefl covering all the transport CPMC'S FULL FUNDING AN \$0.00 CPMC'S FUNDING OBLIGA	ols and vanpools; increase carp ation to the SFMTA. Implement in d carpool spaces. MUNITY ENGAGEMENT: y presented to the SFMTA Citize ation commmitments in the Deve MOUNT: TION REMAINING: ED; IF PARTIALLY, LIST OTHER APP	ool and vanpool parking as necessary. recommendations from parking needs a ens Advisory Council on August 7, 2014 elopment Agreement. FUNDING RECEIVED FROM \$0.00	Provide documentation of this assessment, which would likely include 4 as part of a larger outreach effort	

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT: TDM: Bicycle Parking				
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:		
Bicycle Parking Exhibit K § 5; TDMP Page 8				
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015	
STAFF CONTACT NAME:	Carli Paine	OBLIGATION STATUS:	COMPLETE	
STAFF CONTACT TITLE:	TDM Manager		IN PROGRESS X	
EMAIL:	carli.paine@sfmta.com		IN COMPLIANCE X	
PHONE:	(415) 701-4469		NOT IN COMPLIANCE	
	DESCRIPTION OF OBLIGATION: The number and location of bicycle racks shall be monitored annually and increased as necessary to provide a sufficient number of parking spaces for cyclists. Both secure long-term parking as well as short-term parking shall be provided.			
CURRENT STATUS: Bicycle parking supply and demand continues to be monitored. Furthermore, parking attendants enlisted to deter increase in bike theft on hospital grounds.				
<b>NEXT STEPS:</b> Fulfill obligation by monitoring number and location of bicycle racks and determine whether there are a sufficient number of parking spaces for bicycles; increase bicycle parking as necessary. Provide documentation of this monitoring and determination to the SFMTA. Secured bicycle parking to be installed in all campus parking garages in Spring 2016 for employees and visitors				
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b> The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commmitments in the Development Agreement.				
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM CP	MC TO DATE:	
\$0.00		\$0.00		
CPMC's FUNDING OBLIGATION REMAINING:				
\$0.00 FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:				
Additional Funds Required:				
CPMC CITY AGENCY COMP	LIANCE REPORT			
--	--	-----------------------------	-----------------------------------	
SUBJECT:	TDM: Vanpool Program			
DEVELOPMENT AGREEMENT	DBLIGATION:	DEVELOPMENT AGREEMENT S	ECTION:	
Vanpool Program		Exhibit K § 5; TDMP Page 7		
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015	
STAFF CONTACT NAME:	Carli Paine		COMPLETE	
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X	
EMAIL:	carli.paine@sfmta.com	Obligation Status.	IN COMPLIANCE X	
PHONE:	(415) 701-4469		NOT IN COMPLIANCE	
	: /anpool program which included a \$2,500 s ne monthly newsletter, website, and other a		aggressively market the vanpool	
CURRENT STATUS: Solicited interest from multi	ble groups of employees to participate in fu	ture vanpool program. Fundi	ng earmarked for vanpool subsidy.	
NEXT STEPS:				
Vans expected to be on the meet roughly quarterly to dis	road in Spring 2016. SFMTA will monitor scuss details.	implementation of this meas	ure, and SFMTA and CPMC will	
<b>OPPORTUNITIES FOR COMMU</b>	NITY ENGAGEMENT:			
	resented to the SFMTA Citizens Advisory ( on commmitments in the Development Agro		part of a larger outreach effort	
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM CP	MC TO DATE:	
\$0.00		\$0.00		
CPMC's FUNDING OBLIGATIO \$0.00	N KEMAINING:			
	; IF PARTIALLY, LIST OTHER APPLICABLE SOUR	CFS:		
ADDITIONAL FUNDS REQUIRE	D:			

CPMC CITY AGENCY COMP	LIANCE REPORT		
SUBJECT:	TDM: Rideshare Program		
DEVELOPMENT AGREEMENT C	DBLIGATION:	DEVELOPMENT AGREEMENT	SECTION:
Rideshare Program		Exhibit K § 5; TDMP Page 8	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015
STAFF CONTACT NAME:	Carli Paine		COMPLETE
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	carli.paine@sfmta.com	IN CO	IN COMPLIANCE X
PHONE:	(415) 701-4469		NOT IN COMPLIANCE
DESCRIPTION OF OBLIGATION	:		
CURRENT STATUS:		-	
Due to future termination of	511 Employer Services, CPMC is not curre	ently marketing the program.	
NEXT STEPS:			
	e software being considered by hospital to r I CPMC will meet roughly quarterly to dicus		I monitor how ridesharing is
<b>OPPORTUNITIES FOR COMMU</b>	NITY ENGAGEMENT:		
	resented to the SFMTA Citizens Advisory ( on commmitments in the Development Agr		part of a larger outreach effort
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM CP	MC TO DATE:
\$0.00		\$0.00	
CPMC's FUNDING OBLIGATIO \$0.00	N REMAINING:		
	IF PARTIALLY, LIST OTHER APPLICABLE SOUR	res.	
ADDITIONAL FUNDS REQUIRED	D:		

SUBJECT:	TDM: Courtesy Ride Home P	rogram	
DEVELOPMENT AGREEMEN	IT OBLIGATION:	DEVELOPMENT AGREEME	NT SECTION:
Courtesy Ride Home Pro	gram	Exhibit K § 5; TDMP Pag	ge 7, 8
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015
STAFF CONTACT NAME:	Carli Paine		COMPLETE
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	carli.paine@sfmta.com	OBLIGATION STATUS:	IN COMPLIANCE X
PHONE:	(415) 701-4469		NOT IN COMPLIANCE
CURRENT STATUS:			
	provided as requested.		
	e Courtesy Ride Home Program	due to increased patient load and hos ges, meeting with CPMC roughly quar	spital staffing limitations. The SFMTA terly to discuss details.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:
\$0.00	\$0.00
CPMC's FUNDING OBLIGATION REMAINING:	
\$0.00	
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOUR	RCES:
ADDITIONAL FUNDS REQUIRED:	

CPMC CITY AGENCY COMP	LIANCE REPORT		
SUBJECT:	TDM: Transportation Surveys		
DEVELOPMENT AGREEMENT C	DBLIGATION:	DEVELOPMENT AGREEMENT S	SECTION:
Transportation Surveys		Exhibit K § 5; TDMP Page 8	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015
STAFF CONTACT NAME:	Carli Paine		COMPLETE
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	carli.paine@sfmta.com		IN COMPLIANCE X
PHONE:	(415) 701-4469		NOT IN COMPLIANCE
commute mode split. CPMC transportation survey shall b The commuter survey shall	ployee transportation survey at all campuse c shall achieve a minimum of 30% respons be collected from at least 200 patients and be conducted annually, and the visitor surv cathedral Hill campus is meeting mode sha	e rate at each campus. Furth visitors at each campus to es /ey shall be conducted every	ermore, a patient/visitor stablish a baseline visitor mode split. three years. The survey will be
	ing surveys described above. Next survey i ogress on this measure, meeting CPMC rou		
	NITY ENGAGEMENT: resented to the SFMTA Citizens Advisory ( on commmitments in the Development Agr		part of a larger outreach effort
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM CP	MC TO DATE:
\$0.00		\$0.00	
CPMC's FUNDING OBLIGATIO	N REMAINING:		
\$0.00	; IF PARTIALLY, LIST OTHER APPLICABLE SOUR	CEC •	
FULLY OR PARTIALLY FUNDED,	, IF PARTIALLY, LIST OTHER APPLICABLE SOUR	LE3.	
ADDITIONAL FUNDS REQUIRE	D:		

CPMC CITY AGENCY COMP	LIANCE REPORT		
SUBJECT:	TDM: Wayfinding & Signage		
DEVELOPMENT AGREEMENT	DBLIGATION:	DEVELOPMENT AGREEMENT	
Wayfinding and Signage		Exhibit K § 5; TDMP Page	8
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2015
STAFF CONTACT NAME:	Carli Paine		COMPLETE
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	carli.paine@sfmta.com	OBLIGATION STATUS.	IN COMPLIANCE X
PHONE:	(415) 701-4469		NOT IN COMPLIANCE
	signage for patients and visitors identify schedules with maps in the lobby of each		king, vehicular parking, and shuttle
lobbies. NEXT STEPS: Future secured bicycle park	e parking. Signage installed at Pacific Ca ing to be installed at hospital with requis s, parking signage, bike signage, real-tim	ite signage. Campus under co	
covering all the transportation	NITY ENGAGEMENT: resented to the SFMTA Citizens Advisor on commmitments in the Development A SFMTA Citizens Advisory Council		
CPMC'S FULL FUNDING AMO	UNT:	FUNDING RECEIVED FROM C	PMC TO DATE:
\$0.00		\$0.00	
CPMC's FUNDING OBLIGATIO	N REMAINING:		
\$0.00	; IF PARTIALLY, LIST OTHER APPLICABLE SO	IDCEC:	
FULLY OK PARTIALLY FUNDED	, IF PARTIALLY, LIST OTHER APPLICABLE SU	JRUES.	
ADDITIONAL FUNDS REQUIRE	D:		

SUBJECT:	Transportation Demand Management Program		
DEVELOPMENT AGREEMENT Clipper Card Transit Subs		DEVELOPMENT AGREEME Exhibit K § 5; TDMP Pa	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	8/10/2018
STAFF CONTACT NAME:	Carli Paine		COMPLETE
STAFF CONTACT TITLE:	TDM Manager	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	carli.paine@sfmta.com	OBLIGATION STATUS:	IN COMPLIANCE X
PHONE:	(415) 701-4469		NOT IN COMPLIANCE

TDM Component in the Mid-Term (2-5 years) Transit Subsidy. CPMC shall expand the transit subsidy program to include all campuses and increase the value of the monthly subsidy to be up to the equivalent of the cost of a MUNI Fast Pass, with the employee covering up to 50% of the subsidy.

#### **CURRENT STATUS:**

The Transportation Demand Management Plan specifies dates to which pieces of the plan should be in place. As described on page 9 of the TDM Plan, the transit subsidy commitment is a mid-term component to be implemented somewhere between years 2 and 5 from and after the August 10, 2013 Development Agreement effective date.

Accordingly, the transit subsidy element can be implemented as early as August 10, 2015 but no later than August 10, 2018.

## NEXT STEPS:

CPMC plans to implement the transit subsidy commitment to align with the anticipated completion of the BRT project (projected 2018) and transfer of services to the Cathedral Hill Hospital (projected 2019). The subsequent elements of the transit subsidy commitment outlined in Section 8 of Exhibit K would be implemented at that time and thereafter.

#### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commmitments in the Development Agreement.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:
\$0.00	\$0.00

CPMC's FUNDING OBLIGATION REMAINING:

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

## ADDITIONAL FUNDS REQUIRED:

	IPLIANCE REPORT		
SUBJECT:	MMRP: Transportation and Circulati	ion	
DEVELOPMENT AGREEMENT	OBLIGATION:	DEVELOPMENT AGREEMEN	NT SECTION:
Mitigation Measure 49 V	an Ness/Mission	Exhibit D - MM-TR-29 (C	Cathedral Hill)
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/2017
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE 🗆
STAFF CONTACT TITLE:	Senior Transportation Planner		IN PROGRESS X
EMAIL:	Frank.Markowitz@sfmta.com	OBLIGATION STATUS:	IN COMPLIANCE X
PHONE:	(415) 701-4442		NOT IN COMPLIANCE
DESCRIPTION OF OBLIGATIO	N (Mitigation Measure):		
_	odel. The amount and schedule for payr reement between CPMC and SFMTA.	ment and commitment to appli	cation of service needs shall be set forth
	Fee are due as follows: d Installment of the Payment Schedule ( th Installment of the Payment Schedule		
Payments for the Transit I 1. \$1,500,000 at the Thiro 2. \$2,500,000 at the Four	d Installment of the Payment Schedule (	(10/8/2016)	
Payments for the Transit I 1. \$1,500,000 at the Third 2. \$2,500,000 at the Four 3. \$2,500,000 at the Fifth <b>OPPORTUNITIES FOR COMM</b>	d Installment of the Payment Schedule ( th Installment of the Payment Schedule Installment of the Payment Schedule (1 UNITY ENGAGEMENT:	(10/8/2016) 10/8/2017)	
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Payments for the Transit I 1. \$1,500,000 at the Third 2. \$2,500,000 at the Four 3. \$2,500,000 at the Fifth OPPORTUNITIES FOR COMM The SFMTA will report thr CPMC'S FULL FUNDING AM \$6,500,000.00 CPMC'S FUNDING OBLIGAT \$6,500,000.00 FULLY OR PARTIALLY FUNDE	d Installment of the Payment Schedule ( th Installment of the Payment Schedule Installment of the Payment Schedule (1 IUNITY ENGAGEMENT: ough annual compliance report and its ( OUNT: ION REMAINING: D; IF PARTIALLY, LIST OTHER APPLICABLE SC	(10/8/2016) .0/8/2017) Citizens Advisory Council how fr FUNDING RECEIVED FROM \$0.00	

SUBJECT:	MMRP: Transportation and Circulation		
DEVELOPMENT AGREEMEN	T OBLIGATION:	DEVELOPMENT AGREEME	NT SECTION:
Mitigation Measure - 38,	/38L Geary	Exhibit D MM-TR-30 (Ca	athedral Hill)
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/2017
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE
STAFF CONTACT TITLE:	Senior Transportation Planner	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	Frank. Markowitz@sfmta.com	OBLIGATION STATUS.	IN COMPLIANCE X
PHONE:	(415) 701-4442		NOT IN COMPLIANCE
DESCRIPTION OF OBLIGATIO	DN (Mitigation Measure):		
CPMC shall ensure that th	he transit delay impact related to the Cat	thedral Hill Campus project on	the 38/38L-Geary is reduced to a less-
than-significant level by f	inancially compensating the SFMTA for t	he cost of providing the service	e needed to accommodate the project at

Transit Mitigation Agreement between CPMC and SFMTA.

## **CURRENT STATUS:**

This obligation will be fulfilled by the Transit Fee (Development Agreement, Exhibit K, item 3): \$6.5 million

## NEXT STEPS:

Payments for the Transit Fee are due as follows:

1. \$1,500,000 at the Third Installment of the Payment Schedule (10/8/2015)

2. \$2,500,000 at the Fourth Installment of the Payment Schedule (10/8/2016)

3. \$2,500,000 at the Fifth Installment of the Payment Schedule (10/8/2017)

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The SFMTA will report through annual compliance report and its Citizens Advisory Council how funds are being applied, starting in 2016.

CPMC'S FULL FUNDING AMOUNT:

FUNDING RECEIVED FROM CPMC TO DATE: \$0.00

**CPMC's FUNDING OBLIGATION REMAINING:** 

\$6,500,000.00

\$6,500,000.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

Fully funded

### ADDITIONAL FUNDS REQUIRED:

None

SUBJECT:	MMRP: Transportation and Circulat	MMRP: Transportation and Circulation	
DEVELOPMENT AGREEMEN	T OBLIGATION:	DEVELOPMENT AGREEMEN	IT SECTION:
Mitigation Measure - 19	Polk	Exhibit D - MM-TR-31 (C	athedral Hill)
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/2017
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE
STAFF CONTACT TITLE:	Senior Transportation Planner	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	Frank. Markowitz@sfmta.com	OBLIGATION STATUS:	IN COMPLIANCE X
PHONE:	(415) 701-4442		NOT IN COMPLIANCE
DESCRIPTION OF OBLIGATION	DN (Mitigation Measure):		
significant level by financ	he transit delay impact related to the Ca ially compensating the SFMTA for the co e. The financial contribution shall be calo	ost of providing the service need culated and applied in a manner	ed to accommodate the project at

## NEXT STEPS:

Payments for the Transit Fee are due as follows:

1. \$1,500,000 at the Third Installment of the Payment Schedule (10/8/2015)

2. \$2,500,000 at the Fourth Installment of the Payment Schedule (10/8/2016)

3. \$2,500,000 at the Fifth Installment of the Payment Schedule (10/8/2017)

**OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:** 

The SFMTA will report through annual compliance report and its Citizens Advisory Council how funds are being applied, starting in 2016.

CPMC'S FULL FUNDING AMOUNT:

\$6,500,000.00

\$0.00

FUNDING RECEIVED FROM CPMC TO DATE:

CPMC's FUNDING OBLIGATION REMAINING:

\$6,500,000.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

Fully funded

## ADDITIONAL FUNDS REQUIRED:

None

DEVELOPMENT AGREEMENT OBLIGATION:       DEVELOPMENT AGREEMENT SECTION:         Mitigation Measure - Construction Transportation Management       Exhibit D - MM-TR-55 (Cathedral Hill)         LEAD DEPARTMENT:       SFMTA       COMPLETION DATE:         STAFF CONTACT NAME:       Frank Markowitz       COMPLETION STATUS:         STAFF CONTACT TITLE:       Senior Transportation Planner       OBLIGATION STATUS:         EMAIL:       Frank.Markowitz@sfmta.com       IN COMPLIANCE X	CT:	MMRP: Transportation and Circulation		
Mitigation Measure - Construction Transportation Management       Exhibit D - MM-TR-55 (Cathedral Hill)         LEAD DEPARTMENT:       SFMTA       COMPLETION DATE:         STAFE CONTACT NAME:       Frank Markowitz       IN PROGRESS X         BMAIL:       Frank.Markowitz@sfmta.com       DBUGATION STATUS:       IN PROGRESS X         PHONE:       (415) 701-4442       OBUGATION STATUS:       IN COMPLIANCE X         DESCRIPTION OF OBLIGATION (Mitigation Measure):       COMPLET       IN COMPLIANCE X         CPMC shall develop and implement a Construction Transportation Management Plan (TMP) to anticipate and minimize various construction activities to minimize overall disruptions and ensure th circulation is maintained to the extent possible, with particular focus on ensuring pedestrian, transit, and bicycle connee program would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set fo SFMTA, DPW, or other City departments and agencies.         CURRENT STATUS:       CPMC submitted the Contractor Transportation and Parking Management Plan on July 3, 2014. The SFMTA reviewed an comments on July 17, 2014. CPMC submitted a revised TMP on July 22, 2014. This was determined to be acceptable by approved on July 23, 2014, subject to updating in 2015.         NEXT STEPS:       CPMC will nonitor the contractor in fulfilling this TMP. CPMC will revise the Plan in 2015 when additional information i actual construction crew demographics and travel patterns.         OPPORTUNTIES FOR COMMUNITY ENGAGEMENT:       ENDING RECEIVED FROM CPMC TO DATE:         S0.00 <th></th> <th>-</th> <th></th> <th>ECTION</th>		-		ECTION
LEAD DEPARTMENT:         SFMTA         COMPLETION DATE:           STAFF CONTACT NAME:         Frank Markowitz         IN PROGRESS X           STAFF CONTACT TITLE:         Senior Transportation Planner         OBLIGATION STATUS:         IN PROGRESS X           EMAIL:         Frank.Markowitz@sfmta.com         OBLIGATION STATUS:         IN COMPLIANCE X           PROME:         (415) 701-4442         OBLIGATION STATUS:         IN COMPLIANCE X           DESCRIPTION OF OBLIGATION (Mitigation Measure):         CYMC shall develop and implement a Construction Transportation Management Plan (TMP) to anticipate and minimize various construction activities associated with the Proposed Project. The Plan would disseminate appropriate informatiand affected agencies with respect to coordinating construction activities to minimize overall disruptions and ensure the circulation is maintained to the extent possible, with particular focus on ensuring pedeterrian, transit, and bicycle conner program would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set fo SFMTA, DPW, or other City departments and agencies.           CURRENT STATUS:         COMMUNT Expect to updating in 2015.           PMC Stall develop and implement a Construction Transportation and Parking Management Plan on July 3, 2014. The SFMTA reviewed at comments on July 17, 2014. CPMC submitted a revised TMP on July 22, 2014. This was determined to be acceptable by approved on July 23, 2014, subject to updating in 2015.           NEXT STEPS:         CPMC will monitor the contractor in fulfillling this TMP. CPMC will revise the Plan in 2015 when additional				
STAFF CONTACT INAME:         Frank Markowitz           STAFF CONTACT TITE:         Senior Transportation Planner         IN PROGRESS X           EMAIL:         Frank.Markowitz@sfmta.com         OBLIGATION STATUS:         IN COMPLIANCE X           PHONE:         (415) 701-4442         NOT IN COMPLIAN         NOT IN COMPLIAN           DESCRIPTION OF OBLIGATION (Mitigation Measure):         NOT IN COMPLIAN         NOT IN COMPLIAN           DESCRIPTION OF OBLIGATION (Mitigation Measure):         NOT IN COMPLIAN         NOT IN COMPLIAN           DESCRIPTION OF OBLIGATION (Mitigation Measure):         NOT IN COMPLIAN         NOT IN COMPLIAN           DESCRIPTION OF OBLIGATION (Mitigation Measure):         NOT IN COMPLIAN         NOT IN COMPLIAN           DESCRIPTION OF OBLIGATION (Mitigation Measure):         NOT IN COMPLIAN         NOT IN COMPLIAN           DESCRIPTION OF OBLIGATION (Mitigation Measure):         NOT IN COMPLIAN         NOT IN COMPLIAN           OPPORTUNITION OF OBLIGATION (Mitigation Measure):         NOT IN COMPLIAN         NOT IN COMPLIAN           OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:         The Plan would disseminate approved on July 23, 2014, Subject to updating in 2015.         NOT IN COMPLIAN           DEPORTUNITIES FOR COMMUNITY ENGAGEMENT:         COMMUNITY ENGAGEMENT:         OGMUNITY ENGAGEMENT:           Community engagement not needed.         CPMC will provide contact information t				,
TAFF CONTACT TITLE:       Senior Transportation Planner         DBLIGATION STATUS:       IN PROGRESS X         EMAIL:       Frank.Markowitz@sfmta.com         PHONE:       (415) 701-4442         DESCRIPTION OF OBLIGATION (Mitigation Measure):       IN PROGRESS X         CPMC Shall develop and implement a Construction Transportation Management Plan (TMP) to anticipate and minimize various construction activities associated with the Proposed Project. The Plan would disseminate appropriate informati and affected agencies with respect to coordinating construction activities to minimize overall disruptions and ensure th circulation is maintained to the extent possible, with particular focus on ensuring pedestrian, transit, and bicycle connee program would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set fo SFMTA, DPW, or other City departments and agencies.         CURRENT STATUS:         CPMC Submitted the Contractor Transportation and Parking Management Plan on July 3, 2014. The SFMTA reviewed ar comments on July 17, 2014. CPMC submitted a revised TMP on July 22, 2014. This was determined to be acceptable by approved on July 23, 2014, subject to updating in 2015.         NEXT STEPS:         CPMC will monitor the contractor in fulfilling this TMP. CPMC will revise the Plan in 2015 when additional information i actual construction crew demographics and travel patterns.         OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:         Community engagement not needed. CPMC will provide contact information to neighbors who have concerns about th construction impacts.         S0.00       S0.0	-		COMPLETION DATE:	
EMAIL:         Frank.Markowitz@sfmta.com         OBLIGATION STATUS:         IN COMPLIANCE X           PHONE:         (415) 701-4442         NOT IN COMPLIANCE X         NOT IN COMPLIANCE X           DESCRIPTION OF OBLIGATION (Mitigation Measure):         NOT IN COMPLIANCE X         NOT IN COMPLIANCE X           CPMC shall develop and implement a Construction Transportation Management Plan (TMP) to anticipate and minimize various construction activities associated with the Proposed Project. The Plan would disseminate appropriate information and affected agencies with respect to coordinating construction activities to minimize overall disruptions and ensure th circulation is maintained to the extent possible, with particular focus on ensuring pedestrian, transit, and bicycle conneer program would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set for SFMTA, DPW, or other City departments and agencies.           CURRENT STATUS:         CURRENT STATUS:           CPMC submitted the Contractor Transportation and Parking Management Plan on July 3, 2014. The SFMTA reviewed an comments on July 17, 2014. CPMC submitted a revised TMP on July 22, 2014. This was determined to be acceptable by approved on July 23, 2014, subject to updating in 2015.           NEXT STEPS:         CPMC will monitor the contractor in fulfilling this TMP. CPMC will revise the Plan in 2015 when additional information i actual construction crew demographics and travel patterns.           OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:         Community engagement not needed. CPMC will provide contact information to neighbors who have concerns about th construction impacts.           CPM			_	
PHONE:       (415) 701-4442       NOT IN COMPLIAN         DESCRIPTION OF OBLIGATION (Mitgation Measure):       NOT IN COMPLIAN         CPMC shall develop and implement a Construction Transportation Management Plan (TMP) to anticipate and minimize various construction activities associated with the Proposed Project. The Plan would disseminate appropriate information is maintained to the extent possible, with particular focus on ensuring pedestrian, transit, and bicycle conner program would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set for SFMTA, DPW, or other City departments and agencies.         CURRENT STATUS:       CURRENT STATUS:         CPMC submitted the Contractor Transportation and Parking Management Plan on July 3, 2014. The SFMTA reviewed an comments on July 17, 2014. CPMC submitted a revised TMP on July 22, 2014. This was determined to be acceptable by approved on July 23, 2014, subject to updating in 2015.         NEXT STEPS:       CPMC will monitor the contractor in fulfilling this TMP. CPMC will revise the Plan in 2015 when additional information i actual construction crew demographics and travel patterns.         OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:       Community engagement not needed. CPMC will provide contact information to neighbors who have concerns about th construction impacts.         CPMC's Full FUNDING AMOUNT:       FUNDING RECEIVED FROM CPMC TO DATE: \$0.00         COMC's FUNDING OBLIGATION REMAINING:       \$0.00         \$0.00       S0.00       \$0.00         CPMC's FUNDING OBLIGATION REMAINING:       \$0.00         S0.00 <td>CONTACT TITLE: Se</td> <td>enior Transportation Planner</td> <td>OBLIGATION STATUS:</td> <td>IN PROGRESS X</td>	CONTACT TITLE: Se	enior Transportation Planner	OBLIGATION STATUS:	IN PROGRESS X
Description of OBLIGATION (Mitigation Measure):      Deprovember of the sected of the proposed Project. The Plan would disseminate appropriate informatic     and affected agencies with respect to coordinating construction activities to minimize overall disruptions and ensure th     icrculation is maintained to the extent possible, with particular focus on ensuring pedestrian, transit, and bicycle conner     program would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set fo     SFMTA, DPW, or other City departments and agencies.   CURRENT STATUS:  CPMC Submitted the Contractor Transportation and Parking Management Plan on July 3, 2014. The SFMTA reviewed ar     comments on July 17, 2014. CPMC submitted a revised TMP on July 22, 2014. This was determined to be acceptable by     approved on July 23, 2014, subject to updating in 2015.  NEXT STEPS:  CPMC will monitor the contractor in fulfilling this TMP. CPMC will revise the Plan in 2015 when additional information i     actual construction crew demographics and travel patterns.  CPMC's Full FUNDING AMOUNT:     FUNDING RECEIVED FROM CPMC TO DATE:     §0.00  CPMC's Function REMAINING:     \$0.00  CPMC's Function REMAINING:	L: Fi	rank.Markowitz@sfmta.com	_	IN COMPLIANCE X
CPMC shall develop and implement a Construction Transportation Management Plan (TMP) to anticipate and minimize various construction activities asociated with the Proposed Project. The Plan would disseminate appropriate informati and affected agencies with respect to coordinating construction activities to minimize overall disruptions and ensure th circulation is maintained to the extent possible, with particular focus on ensuring pedestrian, transit, and bicycle conner program would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set fo SFMTA, DPW, or other City departments and agencies.  CURRENT STATUS:  CURRENT STATUS:  CPMC submitted the Contractor Transportation and Parking Management Plan on July 3, 2014. The SFMTA reviewed ar acomments on July 17, 2014. CPMC submitted a revised TMP on July 22, 2014. This was determined to be acceptable by approved on July 13, 2014, subject to updating in 2015.  NEXT STEPS:  CPMC will monitor the contractor in fulfilling this TMP. CPMC will revise the Plan in 2015 when additional information i actual construction crew demographics and travel patterns.  CPMC's FULL FUNDING AMOUNT:  CPMC's FULL FUNDING AMOUNT:  So.00  CPMC's FUNDING OBLIGATION REMAINING: So.00  CPMC's FUNDING OBLIGATION REMAINING: So.00  CPMC's FUNDING OBLIGATION REMAINING: So.00  CPMC's FUNDING REQUIRED:  CDMC SUPPORTUNITIES REQUIRED:	IE: (4	415) 701-4442		NOT IN COMPLIANCE
Community engagement not needed. CPMC will provide contact information to neighbors who have concerns about th construction impacts.  CPMC'S FULL FUNDING AMOUNT:  \$0.00  CPMC'S FUNDING OBLIGATION REMAINING:  \$0.00  CPMC'S FUNDING OBLIGATION REMAINING:  \$0.00  FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: NA  ADDITIONAL FUNDS REQUIRED:	C shall develop and imple us construction activities affected agencies with res lation is maintained to th ram would supplement an TA, DPW, or other City de ENT STATUS: C submitted the Contract ments on July 17, 2014. C oved on July 23, 2014, sul STEPS: C will monitor the contract	ement a Construction Transportation Man associated with the Proposed Project. The spect to coordinating construction activit e extent possible, with particular focus of nd expand, rather than modify or superse epartments and agencies.	he Plan would disseminate ap ties to minimize overall disrup on ensuring pedestrian, transit ede, any manual, regulations, nent Plan on July 3, 2014. The 2, 2014. This was determined	propriate information to contractor tions and ensure that overall , and bicycle connectivity. The or provisions set forth by Caltrans, SFMTA reviewed and submitted
Community engagement not needed. CPMC will provide contact information to neighbors who have concerns about th construction impacts.  CPMC'S FULL FUNDING AMOUNT:  FUNDING RECEIVED FROM CPMC TO DATE:  \$0.00  CPMC'S FUNDING OBLIGATION REMAINING:  \$0.00  CPMC'S FUNDING OBLIGATION REMAINING:  \$0.00  FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: NA  ADDITIONAL FUNDS REQUIRED:		ographics and travel patterns.		itional information is available on
\$0.00 \$0.00 CPMC's FUNDING OBLIGATION REMAINING: \$0.00 FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: NA ADDITIONAL FUNDS REQUIRED:				itional information is available on
CPMC'S FUNDING OBLIGATION REMAINING: \$0.00 FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: NA ADDITIONAL FUNDS REQUIRED:	PRTUNITIES FOR COMMUNIT munity engagement not r	TY ENGAGEMENT:		
\$0.00 FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: NA ADDITIONAL FUNDS REQUIRED:	RTUNITIES FOR COMMUNIT munity engagement not r ruction impacts.	TY ENGAGEMENT: needed. CPMC will provide contact infor	mation to neighbors who hav	e concerns about the project's
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES: NA ADDITIONAL FUNDS REQUIRED:	PRTUNITIES FOR COMMUNIT munity engagement not r truction impacts. C'S FULL FUNDING AMOUN	TY ENGAGEMENT: needed. CPMC will provide contact infor	mation to neighbors who hav	e concerns about the project's
NA Additional Funds Required:	<b>PRTUNITIES FOR COMMUNIT</b> munity engagement not r truction impacts. <b>C'S FULL FUNDING AMOUN</b> C'S FUNDING OBLIGATION F	TY ENGAGEMENT: needed. CPMC will provide contact infor	mation to neighbors who hav	e concerns about the project's
	RTUNITIES FOR COMMUNIT munity engagement not r ruction impacts. C's FULL FUNDING AMOUN ) C's FUNDING OBLIGATION F 00	TY ENGAGEMENT: needed. CPMC will provide contact infor IT: REMAINING:	mation to neighbors who hav FUNDING RECEIVED FROM CP \$0.00	e concerns about the project's
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	RTUNITIES FOR COMMUNIT munity engagement not r ruction impacts. C'S FULL FUNDING AMOUN ) C'S FUNDING OBLIGATION F 00 ' OR PARTIALLY FUNDED; IF	TY ENGAGEMENT: needed. CPMC will provide contact infor IT: REMAINING:	mation to neighbors who hav FUNDING RECEIVED FROM CP \$0.00	e concerns about the project's

CPMC CITY AGENCY CON				
SUBJECT:	MMRP: Transportation and Circula	MMRP: Transportation and Circulation		
DEVELOPMENT AGREEMENT OBLIGATION: Mitigation Measure - 47 Van Ness		DEVELOPMENT AGREEMENT SECTION:           Exhibit D - MM-TR-134 (Cathedral Hill)		
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE	
STAFF CONTACT TITLE:	Senior Transportation Planner	OBLIGATION STATUS:	IN PROGRESS X	
EMAIL:	Frank.Markowitz@sfmta.com	Obligation Status.	IN COMPLIANCE X	
PHONE:	(415) 701-4442		NOT IN COMPLIANCE	

## DESCRIPTION OF OBLIGATION (Mitigation Measure):

CPMC shall ensure that the transit delay impact related to the Cathedral Hill Campus project on the 47-Van Ness is reduced to a less-thansignificant level by financially compensating the SFMTA for the cost of providing the additional service needed to accommodate the project at proposed levels of service. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule for payment and commitment to application of service needs shall be set forth in a Transit Mitigation Agreement between CPMC and SFMTA.

### CURRENT STATUS:

This obligation will be fulfilled by the Transit Fee (Development Agreement, Exhibit K, item 3): \$6.5 million

#### NEXT STEPS:

Payments for the Transit Fee are due as follows:

- 1. \$1,500,000 at the Third Installment of the Payment Schedule (10/8/2015)
- 2. \$2,500,000 at the Fourth Installment of the Payment Schedule (10/8/2016)
- 3. \$2,500,000 at the Fifth Installment of the Payment Schedule (10/8/2017)

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The SFMTA will report through annual compliance report and its Citizens Advisory Council how funds are being applied, starting in 2016.

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:
\$6,500,000.00	\$0.00
CPMC's FUNDING OBLIGATION REMAINING:	
\$6,500,000.00	
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OT	HER APPLICABLE SOURCES:
Fully funded	
ADDITIONAL FUNDS REQUIRED:	
ADDITIONAL I ONDO REQUIRED.	

0	MMADD. Transmentation and Cinculation		
SUBJECT:	MMRP: Transportation and Circulation		
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mitigation Measure - 3 Jackson		Exhibit D - MM-TR-137 (Cathedral Hill)	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/2017
STAFF CONTACT NAME:	Frank Markowitz		COMPLETE
STAFF CONTACT TITLE:	Senior Transportation Planner	OBLIGATION STATUS:	IN PROGRESS X
EMAIL:	Frank.Markowitz@sfmta.com	OBLIGATION STATUS.	IN COMPLIANCE X
PHONE:	(415) 701-4442		NOT IN COMPLIANCE 🗆
DESCRIPTION OF OBLIGATION	N (Mitigation Measure):		
CPMC shall ensure that the transit delay impact related to the Cathedral Hill Campus project on the 3-Jackson is reduced to a less-than- significant level by financially compensating the SFMTA for the cost of providing the service needed to accommodate the project at proposed levels of service. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule for payment and commitment to application of service needs shall be set forth in a Transit Mitigation Agreement between CPMC and SFMTA.			
CURRENT STATUS:			

This obligation will be fulfilled by the Transit Fee (Development Agreement, Exhibit K, item 3): \$6.5 million

## NEXT STEPS:

Payments for the Transit Fee are due as follows:

1. \$1,500,000 at the Third Installment of the Payment Schedule (10/8/2015)

2. \$2,500,000 at the Fourth Installment of the Payment Schedule (10/8/2016)

3. \$2,500,000 at the Fifth Installment of the Payment Schedule (10/8/2017)

## **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The SFMTA will report through annual compliance report and its Citizens Advisory Council how funds are being applied, starting in 2016.

\$0.00

FUNDING RECEIVED FROM CPMC TO DATE:

CPMC'S FULL FUNDING AMOUNT:

\$6,500,000.00

CPMC's FUNDING OBLIGATION REMAINING:

\$6,500,000.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:

Fully funded

### ADDITIONAL FUNDS REQUIRED:

None

# **OTHER OBLIGATIONS**

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	San Jose Ave			
DEVELOPMENT AGREEMENT OBLIGATION: DEVELOPMENT AGREEMENT SECTION:		IT SECTION:		
San Jose Avenue City Project		§ 3.3		
LEAD DEPARTMENT:	San Francisco Public Works	COMPLETION DATE:	1/29/2014	
STAFF CONTACT NAME:	Patrick Rivera	OBLIGATION STATUS:	COMPLETE	$\boxtimes$
STAFF CONTACT TITLE:	Division Manager, Infrastructure Design & Construction		IN PROGRESS	
EMAIL:	patrick.rivera@sfdpw.org		IN COMPLIANCE	$\boxtimes$
PHONE:	(415) 554-8221		NOT IN COMPLIANCE	

#### **DESCRIPTION OF OBLIGATION:**

Completion of San Jose Avenue City Project. The failure to complete the San Jose Avenue City Project in accordance with the timing set forth in the Schedule and Phasing Plan may entitle CPMC to a period of Excusable Delay in connection with the Hospital Commitment as set forth in Section 10.6.2.

### **CURRENT STATUS:**

Projects 1201J Cesar Chavez Street Sewer Improvement Project and 1068J Cesar Chavez Streetscape Improvements - 101 To Guerrero are substantially complete. The pedestrian enhancements include three dozen bulb-outs that widen the sidewalk at intersections to shorten the crossing distance; widened medians where people can wait safely to cross the street if they can't make it in one traffic-signal cycle; and raised crosswalks at two intersections to increase driver awareness.

Other upgrades include new bike lanes, left-turn pockets for motorists, new and rehabilitated sewers and new paving along the entire stretch to make the ride safer and smoother for all users. Traffic lanes were reduced from three in each direction to two.

In addition, several environmentally smart design elements were incorporated. Among them: storm-water planters and pervious pavement to allow rainwater to percolate through the ground to put less burden on the sewer system; and 302 new street trees and 7,600 plants along the median and the sidewalks. In all, 38,620 sq. ft. of concrete and asphalt were converted to green space. Streetlights along the corridor also were upgraded to LED for energy efficiency.

#### **NEXT STEPS:**

Projects are in close out.

#### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

The community gathered on January 29, 2014, to dedicate the Cesar Chavez Streetscape Improvement Project, which creates a safer corridor for pedestrians and cyclists. The upgrades also include greening elements to beautify the once-bleak stretch of roadway and make it more environmentally sustainable. Residents actively sought the neighborhood improvements along the 1-mile stretch of Cesar Chavez from Guerrero to Hampshire streets that is fronted by residences, schools, a church, a hospital and small businesses. The changes were designed to calm traffic and demonstrate that Cesar Chavez is a residential street, not just a way to get to and from the freeway to the east.

CPMC CITY AGENCY COMPLIANCE REPORT				
SUBJECT:	San Jose Ave Project			
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:		
Vacation and Transfer of San Jose Ave to CPMC		§ 3.2		
LEAD DEPARTMENT:	Real Estate Division	COMPLETION DATE:		
STAFF CONTACT NAME:	Claudia Gorham		COMPLETE	$\boxtimes$
STAFF CONTACT TITLE:	Assistant Division Director	OBLIGATION STATUS:	IN PROGRESS	
EMAIL:	claudia.gorham@sfgov.org	OBLIGATION STATUS.	IN COMPLIANCE	$\boxtimes$
PHONE:	(415) 554-9871		NOT IN COMPLIANCE	

### DESCRIPTION OF OBLIGATION:

In connection with the Project, the City shall vacate and abandon all public rights in the Former Street Property..., each in connection with the completion of the San Jose Avenue CPMC Project and the San Jose Avenue City Project. The City shall transfer the Former Street Property to CPMC in accordance with the San Jose Avenue Transfer Agreement...

## **CURRENT STATUS:**

The transfer of the Former Street Property to CPMC was completed on October 29, 2014. A McEnerney Action is required to quiet title to street vacation area. A request was made to Chicago Title to prepare updated title work required for filing of the action.

#### NEXT STEPS:

CPMC will file the McEnerney when ready, establish escrow for closing of street conveyance when ready in Q4, 2014.

#### **OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**

N/A

CPMC'S FULL FUNDING AMOUNT:	FUNDING RECEIVED FROM CPMC TO DATE:
\$1,010,000.00	\$0.00
CPMC's FUNDING OBLIGATION REMAINING:	
\$1,010,000.00	

# EXHIBIT A

One Ferry Building, Suite 200 San Francisco, CA 94111-4213 415 391 4800

coblentzlaw.com

November 19, 2013

John Rahaim Director of Planning San Francisco Planning Department 1650 Mission Street San Francisco, CA 94103

## Re: Confirmation of "Effective Date" and "Finally Granted" Date as Defined in the California Pacific Medical Center Development Agreement

Dear Mr. Rahaim:

We are submitting this letter on behalf of our client, Sutter West Bay Hospitals, doing business as California Pacific Medical Center ("CPMC"), to confirm and memorialize the "Effective Date" and the date upon which the Approvals were "Finally Granted", as those terms are defined in the Development Agreement Relating to the Construction and Reconstruction of Healthcare Facilities in Furtherance of the California Pacific Medical Center Long Range Development Plan by and between the City and County of San Francisco and Sutter West Bay Hospitals dated August 8, 2013, and recorded in the Official Records of the City and County of San Francisco on August 12, 2013, as Instrument No. 2013J728647 (the "DA").

For purposes of the DA, the parties agree that the "Effective Date", as defined in Section 2.1 of the DA, is August 10, 2013, and the date upon which the Approvals were "Finally Granted", as defined in Section 1.55 of the DA, is November 8, 2013.

Please countersign below to confirm the City's concurrence that the "Effective Date" and "Finally Granted" date are the dates stated above.

Very truly yours,

R Stellaren

Joshua R. Steinhauer

cc: Ken Rich Charles Sullivan Audrey Pearson

05235.020 2634429v6

Coblentz Patch Duffy & Bass LLP

Joshua R. Steinhauer November 19, 2013 Page 2

AGREED AND ACCEPTED: CITY AND COUNTY OF SAN FRANCISCO

By: John Rahaim

Its: Director of Planning

Dated: 11. 22-3

# EXHIBIT B

# Workforce Fund Grant Agreement

This Workforce Fund Grant Agreement ("Workforce Fund Agreement") is entered into between Sutter West Bay Hospitals, a California nonprofit public benefit corporation, doing business as California Pacific Medical Center ("CPMC") and San Francisco Foundation ("Grantee"), and is further agreed to and accepted by the City and County of San Francisco. Capitalized terms have the meaning set forth in paragraph 1 or as otherwise indicated in this Workforce Fund Agreement.

# 1. Definitions.

(a) Allowable Costs: The costs of Grantee allocable to the Workforce Fund, as set forth in paragraph 9.

(b) City: The City and County of San Francisco, California, a municipal corporation organized and existing under the laws of the State of California.

(c) Committee: The committee of fund advisers described in paragraph 5 of this Workforce Fund Agreement.

(d) Workforce Fund: The amount contributed by CPMC pursuant to paragraph 3.

(e) Workforce Fund Balance: The amount equal to the Workforce Fund adjusted to reflect (i) increases by investment earnings, and (ii) decreases by investment losses, disbursements to recipients pursuant to this Workforce Fund Agreement ("**Disbursements**"), and Allowable Costs.

(f) Development Agreement: That certain Development Agreement Relating to the Construction and Reconstruction of Health Facilities in Furtherance of the California Pacific Medical Center Long Range Development Plan By and Between the City and Sutter West Bay Hospitals dated August 8, 2013.

(g) Workforce Projects: The Workforce Projects as described in the Workforce Agreement, Exhibit E to the Development Agreement.

2. Purpose. The contributions made to Grantee pursuant to this Workforce Fund Agreement shall be used as a designated fund for workforce training purposes and such funds shall be targeted to educational institutions and non-profit organizations with an existing track record of working in the impacted communities (such as Western Addition, Tenderloin, Mission/SOMA, Outer Mission/Excelsior, Chinatown and Southeastern neighborhoods) and in providing barrier removal and job training for the employment opportunities created by the Project in accordance with the terms set forth in this Workforce Fund Agreement.

3. Workforce Fund. Subject to the conditions set forth below and provided that the Development Agreement has not previously been terminated, CPMC shall contribute to the Grantee the total amount of Three Million Dollars (\$3,000,000) in installments to be held as a

designated fund by Grantee. The Workforce Fund contributions shall be made as follows: Two Million Dollars (\$2,000,000) within thirty (30) days of the earlier of the date Approvals are Finally Granted or the date the Cathedral Hill Hospital Commences Construction, both as defined in the Development Agreement, and the remainder on the first anniversary of the first payment, in accordance with Exhibit N (Payment Schedule) to the Development Agreement. Notwithstanding the foregoing, nothing in this Workforce Fund Agreement shall be construed as a binding pledge to Grantee enforceable by Grantee.

4. Investment Instructions. The Workforce Fund and Workforce Fund Balance shall be invested with a five (5) year horizon for Disbursements as described in paragraph 6(b). Grantee shall exercise final control of the investment of the Workforce Fund Balance pursuant to Grantee's investment policy and the provisions of this paragraph 4.

5. Committee of Fund Advisors.

There shall be a committee of Workforce Fund advisors (the (a) "Committee"). The Committee shall consist of three members: (i) one representative of OEWD on behalf of the City, (ii) one representative of CPMC, and (iii) one representative of Grantee. The Committee shall have the duties specified in this Workforce Fund Agreement and shall provide advice regarding the Disbursements to be made from the Workforce Fund, including the rate, schedule and allocation of Disbursements and the terms, goals and purposes thereof, without liability of any kind or character to any person on account of such advice. Every effort will be made to reach a consensus on any such advice from the members of the Committee. If a consensus is not reached, the City and CPMC shall, through the Committee, provide a single report to Grantee conveying their views, and Grantee shall have the authority to make final Disbursement decisions after considering such report. Subject to the foregoing right of the Committee to provide advice regarding Disbursements, Grantee shall exercise final control of the Disbursement of the Workforce Fund Balance pursuant to the terms of this Workforce Fund Agreement. Except where in this Workforce Fund Agreement notice is specified to be provided by a specific party, Grantee may rely on a written instruction or notice from City or CPMC, as members of the Committee, and shall have no obligation to investigate whether any such written instruction or notice is agreed to by any other member of the Committee, or is consistent with the obligations of CPMC or the City to any party other than Grantee. All Disbursements must be approved by the Board of Trustees of the San Francisco Foundation.

(b) Each year, no later than ninety (90) days after the close of Grantee's annual accounting period, Grantee shall prepare and provide to each member of the Committee, a written accounting of the Workforce Fund Balance, principal and earnings of the Workforce Fund for the preceding year, and Workforce Fund Disbursements.

(c) Grantee shall maintain records as part of its accounting system to account for all Disbursements, costs and expenses for a period of not less than four (4) years following the date of such Disbursements, costs or other expenditures, and annually make records available to City and CPMC as provided herein and upon request. 6. Annual Disbursements.

(a) Grantee shall annually distribute a portion of the Designated Fund Balance to third-party educational institutions and non-profit recipients and others through a grant application process approved by the Committee, in an amount and for such purposes as are consistent with the purposes of the Workforce Fund as described herein.

(b) The annual grant Disbursements shall be scheduled and allocated in such manner so as to maintain sufficient Workforce Fund Balance so that Disbursements may be provided for five (5) years. The first Disbursements shall be made within one (1) year of the first contribution to the Workforce Fund, as determined by the Committee and Grantee as provided above.

(c) Grantee shall confer with the Committee and obtain Disbursement advice from CPMC and City through the Committee prior to making a Disbursement commitment in accordance with Section 5(a) above. Grantee shall impose restrictions and/or conditions on grant Disbursements as necessary to ensure accountability for use of funds and to monitor effectiveness.

(d) City and CPMC shall have no right to challenge the appropriateness or the amount of any Disbursement provided it is consistent with the procedures and purposes identified herein.

7. Initial Program Goals and Allocation. In implementation of the program purposes described in Section 2 above, the Committee shall consult with third-party subject matter experts, in workforce training delivery, as necessary, to evaluate the feasibility, cost-effectiveness, and sustainability of grant proposals. The program purposes and allocations may be adjusted as determined in accordance with Section 5 above.

8. Termination of This Workforce Fund Agreement.

(a) Termination by Grantee. If at any time Grantee (i) fails to qualify as an organization described in Internal Revenue Code Section 501(c)(3), (ii) ceases to exist, or (iii) determines, in its sole judgment, that any restriction or condition in this Workforce Fund Agreement has become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served, then Grantee shall provide notice to CPMC and City and then transfer the entire Workforce Fund Balance within forty-five (45) days to a successor nonprofit charitable trust, fund, foundation or corporation which has established its tax-exempt status under Internal Revenue Code Section 501(c)(3) and that meets with the approval of CPMC and City.

(b) Termination of Development Agreement. CPMC or City shall notify Grantee no later than ten (10) days after any termination of the Development Agreement between CPMC and City prior to the expiration of its Term. In such event, CPMC shall cease to be a member of the advising Committee, and Grantee shall continue to administer the Workforce Fund Balance in accordance with this Agreement. 9. Allowable Costs. The costs of establishing the Workforce Fund, investment expenses, management fees for professional managers and advisors (whether the Workforce Fund Balance is separately managed or co-mingled with an endowment pool containing other funds) plus 7% for overhead costs of Grantee, shall be charged against the Workforce Fund. If co-mingled, the Workforce Fund Balance shall bear not more than its proportionate share of the fees and costs.

# 10. Notice.

(a) Procedure. All formal notices to a party shall be in writing and given by delivering the same to such party in person or by sending the same by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, or by overnight courier delivery, to such party's mailing address. The respective mailing addresses of the parties are, until changed as hereinafter provided, the following:

# GRANTOR:

Grant Davies Executive Vice President California Pacific Medical Center 2351 Clay Street, 7th Floor San Francisco, CA 94115

with a copy to:

Michael Duncheon VP & Regional Counsel West Bay Region Office of the General Counsel Sutter Health 633 Folsom Street, Seventh Floor San Francisco, CA 94107

# **GRANTEE**:

San Francisco Foundation 1 Embarcadero Center, Suite 1400 San Francisco, CA 94111 Attention: James W. Head

# CITY:

Director Office of Economic and Workforce Development Workforce Development Division One South Van Ness Avenue, Fifth Floor San Francisco, CA 94102 (b) Notices and communications to members of the Committee shall be given in the manner provided herein at the addresses above, unless otherwise provided by each such member.

(c) Notices and communications with respect to technical matters in the routine performance and administration of this Workforce Fund Agreement shall be given by or to the appropriate representative of a party by such means as may be appropriate to ensure adequate communication of the information, including written confirmation of such communication where necessary or appropriate. All formal notices under this Workforce Fund Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed or sent by courier, on the delivery date or attempted delivery date shown on the return receipt or courier records. Any notice which a party desires to be a formal notice hereunder and binding as such on the other party must be given in writing and served in accordance with this paragraph.

(d) Change of Notice Address. A party or member of the Committee may change its, his or her mailing address at any time by giving formal written notice of such change to the other party (or both parties in the case of a member of the Committee) and each member of the Committee in the manner provided in this paragraph at least ten (10) days prior to the date such change is effected.

11. Obligations of Grantee.

(a) In addition to any other reports or notices required by this Workforce Fund Agreement, and until otherwise notified by CPMC or City that the requirement has or will be satisfied by the accounting provided pursuant to Section 5(b) above, Grantee shall submit to CPMC and City full and complete annual reports on the manner in which the principal and income (if any) arising from the Workforce Fund Balance have been allocated or Disbursed, and such annual reports shall be due no later than ninety (90) days after the close of Grantee's annual accounting period.

(b) Grantee shall maintain records of receipts and expenditures and shall make its books and records relating to this Workforce Fund available to CPMC and City at reasonable times.

(c) Grantee shall not use any portion or proceeds from the Workforce Fund:

(1) to carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of Internal Revenue Code Section 4945(d)(1)),

(2) to influence the outcome of any specific public election of any candidate for public office, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Internal Revenue Code Section 4945(d)(2)),

(3) to make any grant to an individual or to another organization unless such grant shall be specifically described in paragraph 6, 7 or 8 hereof,

to undertake any activity for any purpose other than one specified (4)in Internal Revenue Code Section 170(c)(2)(B).

Grantee shall notify CPMC and City of any organizational changes during (d)the term of the grant, including, but not limited to, any changes in the office of President or CEO and Treasurer or CFO, changes in the Grantee's tax-exempt status, and any event that is a disgualification event described in Section 8(a).

Miscellaneous. This Workforce Fund Agreement shall be governed by and 12. construed in accordance with the laws of the State of California applicable to contracts entered into between California residents and wholly to be performed in California. This Workforce Fund Agreement constitutes the entire agreement between the parties and supersedes any prior agreements between the parties. This Workforce Fund Agreement may not be modified, and no provision waived, without the prior written consent of the party against whom enforcement of the amendment or waiver is sought.

Time. Time is of the essence of this Workforce Fund Agreement and of each and 13. every term and condition hereof. "Days" shall mean calendar days. In the event that any period of time to perform an obligation or notice period under this Workforce Fund Agreement ends on a Saturday, Sunday or state or national holiday, the applicable time period shall be extended to the next business day.

IN WITNESS WHEREOF, the undersigned have executed this Workforce Fund Agreement on the dates indicated.

# **CPMC**

Sutter West Bay Hospitals, a California nonprofit public benefit corporation, dba CPMC

Its:

By:

Dated:

APPROVED AS TO FORM:

DENNIS J. HERRERA City Attorney By:

Deputy City Attorney City and County of San Francisco

# GRANTEE

San Francisco Foundation, a California nonprofit public benefit corporation

Its: Dated:

# AGREED AND ACCEPTED:

# CITY AND COUNTY OF SAN FRANCISCO

Choron By: norm

Its: DIRBLIDE OF WORKPOKLE DEVELOPMENT Dated: October 10th, 2013

# EXHIBIT C

# **Innovation Fund Grant Agreement**

This Innovation Fund Grant Agreement ("Innovation Fund Agreement") is entered into between Sutter West Bay Hospitals, a California nonprofit public benefit corporation, doing business as California Pacific Medical Center ("CPMC") and [San Francisco Foundation] ("Grantee"), and is further agreed to and accepted by the City and County of San Francisco. Capitalized terms have the meaning set forth in paragraph 1 or as otherwise indicated in this Innovation Fund Agreement.

1. Definitions.

(a) <u>Allowable Costs</u>: The costs of Grantee allocable to the Innovation Fund, as set forth in paragraph 9.

(b) <u>City</u>: The City and County of San Francisco, California, a municipal corporation organized and existing under the laws of the State of California.

(c) <u>Committee</u>: The committee of fund advisers described in paragraph 5 of this Innovation Fund Agreement.

(d) <u>Innovation Fund</u>: The amount contributed by CPMC pursuant to paragraph 3.

(e) <u>Innovation Fund Balance</u>: The amount equal to the Innovation Fund adjusted to reflect (i) increases by investment earnings, and (ii) decreases by investment losses, disbursements to healthcare providers pursuant to this Innovation Fund Agreement ("**Disbursements**"), and Allowable Costs.

(f) <u>Development Agreement</u>: That certain Development Agreement Relating to the Construction and Reconstruction of Health Facilities in Furtherance of the California Pacific Medical Center Long Range Development Plan By and Between the City and Sutter West Bay Hospitals dated August 8, 2013.

(g) <u>Project</u>: The CPMC project as contemplated by the CPMC Long Range Development Plan and as generally described in Exhibits B-1 to B-5 of the Development Agreement.

2. <u>Purpose</u>. The contributions made to Grantee pursuant to this Innovation Fund Agreement shall be used as a designated fund to enhance the performance and improve the sustainability of community based service providers in the City, in accordance with the terms set forth in this Innovation Fund Agreement.

3. <u>Innovation Fund</u>. Subject to the conditions set forth below and provided that the Development Agreement has not previously been terminated, CPMC shall contribute to the

Grantee the total amount of Eight Million Six Hundred Thousand Dollars (\$8,600,000) in installments to be held as a designated fund by Grantee. The Innovation Fund contributions shall be made as follows: Two Million Dollars (\$2,000,000), within thirty (30) days of the Effective Date, as defined in the Development Agreement, and the remainder in accordance with Exhibit N (Payment Schedule) to the Development Agreement. Notwithstanding the foregoing, nothing in this Innovation Fund Agreement shall be construed as a binding pledge to Grantee enforceable by Grantee.

4. <u>Investment Instructions</u>. The Innovation Fund and Innovation Fund Balance shall be invested with a five (5) year horizon for Disbursements as described in paragraph 6(b). Grantee shall exercise final control of the investment of the Innovation Fund Balance pursuant to Grantee's investment policy and the provisions of this paragraph 4.

# 5. <u>Committee of Fund Advisors</u>.

There shall be a committee of Innovation Fund advisors (the (a) "Committee"). The Committee shall consist of three members: (i) one representative of the City, (ii) one representative of CPMC, and (iii) one representative of Grantee. The Committee shall have the duties specified in this Innovation Fund Agreement and shall provide to the Grantee advice regarding the Disbursements to be made from the Innovation Fund, including the rate, schedule and allocation of Disbursements and the terms, goals and purposes thereof, without liability of any kind or character to any person on account of such advice. Every effort will be made to reach a consensus on any such advice from the members of the Committee and Grantee. If a consensus is not reached, the City and CPMC shall, through the Committee, nevertheless provide a single report to the Grantee conveying the view of each of the Committee members, and Grantee shall have the authority to make final Disbursement decisions after considering such report. Subject to the foregoing right of the Committee to provide advice regarding Disbursements, Grantee shall exercise final control of the Disbursement of the Innovation Fund Balance pursuant to the terms of this Innovation Fund Agreement. Except where in this Innovation Fund Agreement notice is specified to be provided by a specific party, Grantee may rely on a written notice from City or CPMC, as members of the Committee, and shall have no obligation to investigate whether any such written instruction or notice is agreed to by any other member of the Committee, or is consistent with the obligations of CPMC or the City to any party other than Grantee. All Disbursements must be approved by the Board of Trustees of the San Francisco Foundation.

(b) Each year, no later than ninety (90) days after the close of Grantee's annual accounting period, Grantee shall prepare and provide to each member of the Committee, a written accounting of the Innovation Fund Balance, principal and earnings of the Innovation Fund for the preceding year, and Innovation Fund Disbursements.

(c) Grantee shall maintain records as part of its accounting system to account for all Disbursements, costs and expenses for a period of not less than four (4) years following

# PAGE 2

the date of such Disbursements, costs or other expenditures, and annually make records available to City and CPMC as provided herein and upon request.

# 6. <u>Annual Disbursements</u>.

(a) Grantee shall annually distribute a portion of the Designated Fund Balance to third-party health care providers/recipients and others through a grant application process approved by the Committee, in an amount and for such purposes as are consistent with the purposes of the Innovation Fund as described herein.

(b) The annual grant Disbursements shall be scheduled and allocated in such manner so as to maintain sufficient Innovation Fund Balance so that Disbursements may be provided for five (5) years. The first Disbursements shall be made within one (1) year of the contribution of the Innovation Fund, as determined by the Committee and Grantee as provided above.

(c) Grantee shall confer with the Committee and obtain Disbursement advice from CPMC and City through the Committee prior to making a Disbursement commitment in accordance with Section 5(a) above. Grantee shall impose restrictions and/or conditions on grant Disbursements as necessary to ensure accountability for use of funds and to monitor effectiveness.

(d) City and CPMC shall have no right to challenge the appropriateness or the amount of any Disbursement provided it is consistent with the procedures and purposes identified herein.

7. <u>Initial Program Goals and Allocation</u>. The initial program goals and Innovation Fund allocation guidelines for Disbursements are as follows:

(a) Support and improve the capacity of community clinics to increase their participation in managed Medi-Cal programs, including, but not exclusive to, the creation of a new MSO or expansion of current MSOs, development of care management capabilities, implementation and integration of evidence-based chronic disease management and team-based care models, investment in electronic medical records, participation in the San Francisco Health Information Exchange and developing organizational partnerships between CPMC and existing community clinics, and support for provision of specialty medical services;

(b) Support community-based health, human service and behavioral health service providers, with a specific focus on Tenderloin, Mission, Western Addition, South of Market, Bayview and Chinatown neighborhoods, including providers of community-based alternatives to inpatient psychiatric care that allows patients to receive services in the most appropriate and least restrictive setting and reduce unnecessary hospitalizations.

In implementation of the program goals related to MSOs, the Committee will consult with third-party subject matter experts, in health care delivery in a managed care environment, as necessary, to evaluate the feasibility, cost-effectiveness, and sustainability of grant proposals; and

These initial program goals and allocation guidelines are subject to change as determined in accordance with Section 5 above.

# 8. Termination of This Innovation Fund Agreement.

(a) <u>Termination by Grantee</u>. If at any time Grantee (i) fails to qualify as an organization described in Internal Revenue Code Section 501(c)(3), (ii) ceases to exist, or (iii) determines, in its sole judgment, that any restriction or condition in this Innovation Fund Agreement has become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served, then Grantee shall provide notice to CPMC and City and then transfer the entire Innovation Fund Balance within forty-five (45) days to a successor nonprofit charitable trust, fund, foundation or corporation which has established its tax-exempt status under Internal Revenue Code Section 501(c)(3) and that meets with the approval of CPMC and City.

(b) <u>Termination of Development Agreement</u>. CPMC or City shall notify Grantee no later than ten (10) days after any termination of the Development Agreement between CPMC and City prior to the expiration of its Term. In such event, CPMC shall cease to be a member of the advising Committee, and Grantee shall continue to administer the Innovation Fund Balance in accordance with this Agreement.

9. <u>Allowable Costs</u>. The costs of establishing the Innovation Fund, investment expenses, management fees for professional managers and advisors (whether the Innovation Fund Balance is separately managed or co-mingled with an endowment pool containing other funds) plus 7% for overhead costs of Grantee, shall be charged against the Innovation Fund. If co-mingled, the Innovation Fund Balance shall bear not more than its proportionate share of the fees and costs.

10. Notice.

(a) <u>Procedure</u>. All formal notices to a party shall be in writing and given by delivering the same to such party in person or by sending the same by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, or by overnight courier delivery, to such party's mailing address. The respective mailing addresses of the parties are, until changed as hereinafter provided, the following:

# GRANTOR:

Grant Davies Executive Vice President California Pacific Medical Center 2351 Clay Street, 7th Floor San Francisco, CA 94115

with a copy to:

Michael Duncheon VP & Regional Counsel West Bay Region Office of the General Counsel Sutter Health 633 Folsom Street, Seventh Floor San Francisco, CA 94107

# GRANTEE:

San Francisco Foundation 1 Embarcadero Center, Suite 1400 San Francisco, CA 94111 Attention: James W. Head

## CITY:

DPH Director 101 Grove Street San Francisco, CA 94102-4593

(b) Notices and communications to members of the Committee shall be given in the manner provided herein at the addresses above, unless otherwise provided by each such member.

(c) Notices and communications with respect to technical matters in the routine performance and administration of this Innovation Fund Agreement shall be given by or to the appropriate representative of a party by such means as may be appropriate to ensure adequate communication of the information, including written confirmation of such communication where necessary or appropriate. All formal notices under this Innovation Fund Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed or sent by courier, on the delivery date or attempted delivery date shown on the return receipt or courier records. Any notice which a party desires to be a

formal notice hereunder and binding as such on the other party must be given in writing and served in accordance with this paragraph.

(d) <u>Change of Notice Address</u>. A party or member of the Committee may change its, his or her mailing address at any time by giving formal written notice of such change to the other party (or both parties in the case of a member of the Committee) and each member of the Committee in the manner provided in this paragraph at least ten (10) days prior to the date such change is effected.

# 11. Obligations of Grantee.

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(a) In addition to any other reports or notices required by this Innovation Fund Agreement, and until otherwise notified by CPMC or City that the requirement has or will be satisfied by the accounting provided pursuant to Section 5(b) above, Grantee shall submit to CPMC and City full and complete annual reports on the manner in which the principal and income (if any) arising from the Innovation Fund Balance have been allocated or Disbursed, and such annual reports shall be due no later than ninety (90) days after the close of Grantee's annual accounting period.

(b) Grantee shall maintain records of receipts and expenditures and shall make its books and records relating to this Innovation Fund available to CPMC and City at reasonable times.

(c) Grantee shall not use any portion or proceeds from the Innovation Fund:

(1) to carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of Internal Revenue Code Section 4945(d)(1)),

(2) to influence the outcome of any specific public election of any candidate for public office, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Internal Revenue Code Section 4945(d)(2)),

(3) to make any grant to an individual or to another organization unless such grant shall be specifically described in paragraph 6, 7 or 8 hereof,

(4) to undertake any activity for any purpose other than one specified in Internal Revenue Code Section 170(c)(2)(B).

(d) Grantee shall notify CPMC and City of any organizational changes during the term of the grant, including, but not limited to, any changes in the office of President or CEO and Treasurer or CFO, changes in the Grantee's tax-exempt status, and any event that is a disqualification event described in Section 8(a).

12. <u>Miscellaneous</u>. This Innovation Fund Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into between California residents and wholly to be performed in California. This Innovation Fund Agreement constitutes the entire agreement between the parties and supersedes any prior agreements between the parties. This Innovation Fund Agreement may not be modified, and no provision waived, without the prior written consent of the party against whom enforcement of the amendment or waiver is sought.

13. <u>Time</u>. Time is of the essence of this Innovation Fund Agreement and of each and every term and condition hereof. "Days" shall mean calendar days. In the event that any period of time to perform an obligation or notice period under this Innovation Fund Agreement ends on a Saturday, Sunday or state or national holiday, the applicable time period shall be extended to the next business day.

IN WITNESS WHEREOF, the undersigned have executed this Innovation Fund Agreement on the dates indicated.

# CPMC

Sutter West Bay Hospitals, a California nonprofit public benefit corporation, dba CPMC

By:	My you	_
Its:	Vesident	_
Data	4. Aunt 7 2012	

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:

Deputy City Attorney City and County of San Francisco

# GRANTEE

San Francisco Foundation, a California nonprofit public benefit

corporation Bv Its:

Dated:
### AGREED AND ACCEPTED:

### CITY AND COUNTY OF SAN FRANCISCO

By: Director of Rubico Health Its: Dated: avery term and condition hereof. "Days" shall most valende

## EXHIBIT D

#### Section 10: Culturally and Linguistically Appropriate Services

CPMC shall deliver at all campuses culturally and linguistically appropriate services that are representative of San Francisco's diverse communities and are in accordance with the mandates, guidelines and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS).

CLAS Standards Principal Standard:		Reference	Internal Monitoring/Metric(s)
<ol> <li>Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.</li> </ol>	Multilingual health literacy sensitive patient educational materials made available in print and online. Our CME courses include the cultural and linguistic issues as appropriate.	Guideline: address culturally competent care	Regular audits of all patient education materials for consistency, currency and appropriate language translations. Corrections made as needed. Each CME offering has documentation of cultural and linguistic component.
<ol> <li>Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.</li> </ol>	Senior leadership roles support and promote CLAS through policies, practices and allocated resources.	Guideline: address culturally competent care	Administrative polices are updated/reviewed every three years and monitored by the Policy & Procedure Committee.
<ol> <li>Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.</li> </ol>	CPMC is actively engaged in promoting workforce recruitment of population in the service area. Employees are required to participate in online education to remain responsive to our patient as well as service area population.	Guideline: address culturally competent care	<ol> <li>Language capacity of staff and voluntary equal employment opportunity metrics collected and tracked through HR system.</li> <li>CPMC engages in affirmative action planning and metrics are tracked annually.</li> <li>HR works with specific departments to recruit and hire staff based on the cultural and linguistic needs of patients. Relevant data is pulled and analyzed from HR and patient care systems to inform these efforts.</li> </ol>
<ol> <li>Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.</li> </ol>	Sutter Health maintains online resources and communications on cultural & linguistic competency. Annual training is given to all Sutter employees to ensure knowledge/adoption of the components of organizational cultural competency, and why it is important to our patients, staff and organization. Additionally, CPMC Certified Interpreters will, on request, provide education/information on cultural beliefs and practices to further personalized care.	Title VI; mandated for agencies that receive federal funding	Completion of annual mandatory training for all employees is tracked and reported to managers; percentage of completed trainings are monitored.
Communication and Language Assistance:			
5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.	The Medical Center provides interpreter services at no cost to patients with Limited English Proficiency (LEP) or who are deaf or hard-of-hearing, in order to enhance effective communication and ensure access to health care information and services in accordance with Federal, State and Local regulations.	Title VI; mandated for agencies that receive federal funding	<ol> <li>Number of activities on interpreting by language groups &amp; interpreting modalities (in person, telephonic, remote video).</li> <li>LEP census by campus.</li> <li>Accuracy of LEP needs in the Sutter Electronic Health Record.</li> <li>Daily activities of on-site language interpreters taking non pre-scheduled requests</li> </ol>
<ol> <li>Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.</li> </ol>	Individuals are informed regarding availability of language assistance services in their preferred language verbally as needed and in print. Print notices include those with our top 4 common languages( Chinese, Spanish, Russian & Tagalog), and Language Identifications instructions are in 20 common languages.	Title VI; mandated for agencies that receive federal funding	Regular review to ensure multi-language signage at key points throughout all campuses notifying patients of the availability of language assistance services.
<ol> <li>Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.</li> </ol>	Individuals providing language assistance include Certified Medical Interpreters & Qualified Bilingual Staff. CPMC's Interpreter Services Department has programs that evaluate and ensure the language competency of our bilingual staff. A Medical interpreter is an individual who is fluent in English and in a second language or National Certified with the Registry of Interpreters for the Deaf (RID) in sign language. Use of minors, family members and untrained individuals are avoided.	Title VI; mandated for agencies that receive federal funding	<ol> <li>Current information about Qualified Bilingual Staff (certified at Medical/Basic level by external independent agency) maintained and publicized on institutional intranet.</li> <li>Quality assurance program in place to ensure competency of vendor in person interpreters.</li> <li>Certified staff interpreters activities, efficiency and competency monitored reaularly.</li> </ol>
<ol> <li>Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.</li> </ol>	Signage provided in our common languages: Chinese, Spanish, Russian and Tagalog (at St Luke's)	Guideline	1. Staff interpreters round and audit the accuracy and adequacy of multi-lingual signs. 2. Multi-lingual Patient Satisfaction Surveys. 3. Multi-lingual essential communications.

Principal Standard:		Reference	Internal Monitoring/Metric(s)
Engagement, Continuous Improvement, and Accountability:		Guideline	
<ol> <li>Stablish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.</li> </ol>	Appropriate department level goals & policies support management accountability to infuse Cultural & Linguistic elements in planning and operations.	Guideline	Administrative polices are updated/reviewed every three years and monitored by the Policy & Procedure Committee.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.	Appropriate department level evaluations and patient surveys of CLAS related activities/measures are performed.	Guideline	Patient Satisfaction surveys are provided in preferred languages. Results of appropriate department level assessments reported to Senior Management.
demographic data to monitor and evaluate the	Sutter EHR system collects/records demographic data and language needs of patients and department level assessments done as needed and care provided appropriately.	Guideline	Sutter Electronic Health Record generated LEP Census Reports made available by campus to all appropriate departments for assessment.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.	CPMC conducts a tri-annual community health needs assessment in partnership with community based organizations, San Francisco Hospitals and the San Francisco Department of Public Heath. CPMC works with SFHIP and through an annual implementation plan to respond to needs identified in the assessment. Additionally Interpreter Services periodically evaluate geographic language demographic & needs data as well as CPMC's LEP census reports and plan the provision of language assistance accordingly.	Guideline	The tri-annual community health needs assessment and annual implementation plans are submitted to the IRS and OSHFD and published on the CPMC public website. CPMC participates in SFHIP on an ongoing basis through the Steering Committee. Sutter Electronic Health Record generated LEP Census Reports made available by campus to all appropriate departments for assessment.
<ol> <li>Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.</li> </ol>	CPMC conducts a tri-annual community health needs assessment in partnership with community based organizations, San Francisco Hospitals and the San Francisco Department of Public Heath. CPMC works with SFHIP and through an annual implementation plan to respond to needs identified in the assessment.	Guideline	The tri-annual community health needs assessment and annual implementation plans are submitted to the IRS and OSHPD and published on the CPMC public website. CPMC participates in SFHIP on an ongoing basis through the Steering Committee.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.	CPMC's Patient & Customer Relations Department has processes to handle complaints & grievances of all nature with commitment to service excellence and quality personalized care.	Recommendation	Cultural/diversity complaints tracked as an Event Type in our Online Occurrence Report system. All complaints and grievances are investigated. In compliance with CMS, grievances are acknowledge within 7 days and final response given within 30 days.
<ol> <li>Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.</li> </ol>	Communicated through website, staff meeting and city- wide partnerships.	Recommendation	Communications works with Senior Management to broadcast updates through internal and external channels.

### CALIFORNIA PACIFIC MEDICAL CENTER LONG RANGE DEVELOPMENT PLAN DEVELOPMENT AGREEMENT

### **2014 COMPLIANCE STATEMENT**

and

### **INCLUDING HEALTHCARE COMPLIANCE REPORT**

(January 1, 2014 - December 31, 2014)

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### ATTACHMENTS:

- ATTACHMENT 1 Healthcare Compliance Report and Compliance Statement Summary
- ATTACHMENT 2 Development Agreement Payments Schedule/CPMC Payment Transmittals
- ATTACHMENT 3 Entry Level Operational Hiring
- ATTACHMENT 4 Construction and Local Business Enterprise Hiring
- ATTACHMENT 5 St. Luke's Milestone Completion Notices
- ATTACHMENT 6 Transportation Demand Management Summary

### 1. <u>COMPLIANCE STATEMENT</u>

This Compliance Statement is submitted under Section 8 of the Development Agreement demonstrating compliance with the Development Agreement obligations, including, without limitations, (i) the Hospital Commitment, (ii) each of the Community Commitments, including each of the Healthcare Obligations described in Exhibit F of the Development Agreement, and (iii) reimbursement of City Costs. See Section 8.2.1.<sup>1</sup> Compliance with the Healthcare Obligations is separately and described in the Healthcare Compliance Report, attached hereto as Attachment 1.

### 2. <u>SCHEDULE AND PHASING PLAN – HOSPITAL COMMITMENT</u>

### 2.1 <u>Construction Schedules</u>

CPMC has, in accordance with Section 4.2.3, kept the City informed of its progress in satisfying the Hospital Commitment by reporting to the City on the timing and progress of the construction at the St. Luke's Campus and the Van Ness and Geary Campus, as described below.

- a. <u>Van Ness and Geary Campus Construction Activity</u>
  - i. <u>Hospital</u>
    - Shoring and excavation completed in November 2014
    - Foundation for the new hospital commenced in December 2014
  - ii. <u>Medical Office Building</u>.
    - Abatement of the existing buildings began in January 2015.

Schedule 1 – Van Ness and Geary Campus

2/14/14	2013	2014	2015	2016	2017	2018	2019	2020
Van Ness & Geary Campus Hospital								
Mobilization, Demolition, Excavation & Shoring								
Tunnel Construction		1						
Hospital Construction			19 S					
Training, stocking and licensing						E State		
Medical Office Building								
Mobilization, Demolition, Excavation & Shoring			a 1	1				
Medical Office Building Construction								
Training and stocking								

- b. <u>Replacement Hospital at the St. Luke's Campus– Construction Activity</u>
  - San Jose Avenue utility relocation to allow for construction of the new hospital completed in September 2014.

<sup>&</sup>lt;sup>1</sup> All Section and Exhibit references are to the Development Agreement unless otherwise noted. Unless separately defined, capitalized terms have the meaning provided in the Development Agreement.

- Excavation for the new hospital commenced in October 2014.
- Foundation for the new hospital commenced in December 2014.

### Schedule 2 – St. Luke's Campus

2/14/14	2014	2015	2016	2017	2018	2019	2020
lospital							
Temporary & Permanent Power Underground Infrastructure							
Water Line Relocation & Other Make Ready Work							
Structure / Exterior							
Interiors							
Training, stocking and licensing							

### 2.2 <u>Milestones</u>

- a. <u>Milestone Completion Notice</u>. As indicated in the Milestone Table below, the submittal of Increment 1 to OSHPD occurred on February 3<sup>rd</sup> and, accordingly, this Milestone is satisfied approximately a year ahead of the Milestone Schedule. CPMC also provided Milestone Completion Notices (see Attachments 5 and 6) on June 9<sup>th</sup> and November 7<sup>th</sup>, as required by Section 4.2.3, indicating completion of the first five (5) milestones. There are no anticipated material delays in meeting future milestones, assuming continued cooperation with OSHPD.
- b. <u>Milestone Table</u>. The Milestone Table below describes CPMC's Compliance with the Schedule and Phasing Plan, Exhibit C.

Date	Milestone	Status
On or before May 11, 2016	Completion of San Jose Avenue City Project	Complete - 7/29/2013
On or before the later of February 1, 2015 or 18 months from the Effective Date	Submit St. Luke's Increment 1 to OSHPD for the St. Luke's Campus Hospital	Complete - 2/3/14
On or before twelve (12) months after submission of Increment 1 to OSHPD for the St. Luke's Campus Hospital	Commencement of construction of the San Jose Avenue CPMC Project	Commencement - 5/5/14 Complete - 11/14
On or before eighteen (18) months after submission of Increment 1 to OSHPD for the St. Luke's Campus Hospital	Receipt of Increment 1 permit from OSHPD for the St. Luke's Campus Hospital	Complete – 8/5/14
On or before three (3) months after receipt of Increment 1 permit from OSHPD for the St. Luke's Campus Hospital	Commencement of Shoring/Excavation Work for the St. Luke's Campus Hospital	Commencement - 10/21/14
On or before twenty (20) months from Commencement of Shoring/Excavation Work	Completion of Exterior Work for the	Not yet due.

for the St. Luke's Campus Hospital	St. Luke's Campus Hospital	
On or before forty-two (42) months from receipt of Increment 1 permit from OSHPD for the St. Luke's Campus Hospital	Notice of Completion of Construction of St. Luke's Campus Hospital provided to the City	Not yet due.
St. Luke's Campus Hospital Opening Deadline: On or before twenty four (24) months from the Opening of the Cathedral Hill Campus Hospital	Notice of Opening of the St. Luke's Campus Hospital provided to the City	Not yet due.

### 3. <u>COMMUNITY COMMITMENTS</u>

- 3.1 Workforce Agreement (Exhibit E)
  - a. <u>First Source Entry Level Hiring</u>.

CPMC is in compliance and, in coordination with First Source, is making the required good faith efforts regarding the Entry Level Hiring Goal. What constitutes good faith efforts is stated in DA Exhibit E, Sections 3 and 4. The elements of "good faith" have been met. See Attachment 3 for specifics on entry level hiring for hospital operations.

CPMC is working with the City and its Healthcare and Hospitality Academies to develop the process that will enhance opportunity for targeted groups and accelerate the progress toward the 40% First Source hiring goal.

b. <u>First Source Construction Hiring</u>. CPMC is in compliance and, in coordination with CityBuild, is making the required good faith efforts regarding the Construction Hiring Goal. See Attachment 4 for specifics on construction hiring.

Construction hiring goals are to have 30% of the total hire hours performed by San Francisco Workforce, including 50% for new apprentice positions. Construction contractors on the hospital replacement projects hired San Francisco residents for 36% of the total 2014 construction hours. 66% of apprentice opportunities were filled by San Francisco residents.

c. <u>Local Business Enterprise</u>. CPMC, in coordination with the City's Contract Monitoring Division, is making the required good faith efforts and receiving technical assistance on developing and reporting Local Business Enterprise (LBE) program goals. See Attachment 4 for specifics on the LBE program.

The goal for the LBE program is 14% San Francisco based business contracting. 11% of the total construction work in 2014 was been performed by San Francisco based businesses.

d. <u>Payments</u>. CPMC has met its Development Agreement obligations to provide funds for workforce training programs.

i. The second installment for Workforce training of 1,000,000 was paid on 11/25/2014;

See Attachment 2, Development Agreement Payments Schedule and CPMC Payment Transmittals.

### 3.2 <u>Community Healthcare Program (Exhibit F)</u>

CPMC is meeting its Community Health Care obligations. See Attachment 1, Healthcare Compliance Report.

### 3.3 <u>Housing Program (Exhibit G)</u>

CPMC has met its Housing Program obligations by making the payments described below and as outlined in Attachment 2 to this Compliance Statement:

- a. <u>Affordable Housing Payments</u>. CPMC made the required Affordable Housing payments as follows:
  - The second installment of \$7,000,000 was paid on 11/17/2014.

### 3.4 <u>Public Improvements (Exhibit H)</u>

CPMC has met its obligations to make payments for Public Improvements and pedestrian safety measures as described below and outlined in Attachment 2, as follows:

- The second installment of payments totaling 1,975,000 were paid on 11/17/2014.

These payments covered lighting and pedestrian safety surrounding the Tenderloin and traffic safety and enforcement around the Pacific and California.

### 3.5 <u>Transportation Program (Exhibit K)</u>

- a. <u>Payments</u>. CPMC has made all required payments for transit improvements as follows:
  - The second installment of payments totaling \$2,900,000 for Transit/BRT improvements were paid on 11/17/2014.
- b. <u>TDM</u>. CPMC has certain survey and other obligations in connection with the enhanced Transportation Demand Management (TDM) Plan. These obligations commence in 2015. The existing elements of the TDM program that continue to be implemented by CPMC include employee, visitor and patient parking management, transit subsidies, pre-tax commute benefit program, carpool, carshare, bicycle, emergency ride and courtesy ride home programs. See Attachment 6.

### 4. PAYMENT SCHEDULE AND REIMBURSEMENT OF CITY COSTS

- a. <u>Payments</u>. CPMC has made all required payments to date. Attachment 2 outlines CPMC compliance with all of its payment obligations, including payment obligations under Exhibit F Healthcare Program, and as further described in Attachment 1, Healthcare Compliance Report.
- b. <u>Reimbursements</u>. CPMC has made all required reimbursement payments. In calendar year 2014, The City (OEWD and City Attorney) invoiced CPMC a total of \$116,793.53. (Jan.-Dec.) Said sum was paid in full by February 13, 2015. See Attachment 2.

### 5. INSTITUTIONAL MASTER PLAN UPDATE

The Development Agreement provides that the Compliance Statement generally satisfies the requirements for and is submitted in lieu of any IMP Update otherwise required pursuant to Planning Code Section 304.5(b). The Compliance Statement and this Agreement shall also satisfy the requirements of Health Commission Resolution No. 02-10.

a. <u>Property Transactions</u>. The deed for 26-28 27th Street was recorded on June 27<sup>th</sup>, 2014. CPMC is currently using the property temporarily for construction coordination office purposes. On March 24, 2014 the sale of 2018 Webster Street (residential building) was completed. On October 16, 2014 the sale of 2400 Clay Street (medical offices) was completed. The City consented to the Assignment and Assumption Agreements entered into by CPMC in connection with these transfers.

DA Compliance S	statement S	ummary				
Fiscal Year 2014						
			Commitment	Commitment		Supporting
Item	Section	Commitment	Start Date <sup>1</sup>	End Date	Compliance Statement	Documentation
Compliance Statement	DA 8.2.1	Within 150 days following the end of year, CPMC shall provide a report to the Planning Director showing compliance, if and to the extent required under this Agreement, with (i) the Hospital Commitment, (ii) each of the Community Commitments, including the Healthcare Compliance Report and (iii) the provisions of this Agreement regarding reimbursement of City Costs.	11/08/2013	11/08/2023	In compliance. Compliance Statement submitted 5/31/14	Compliance Statement and Attachments 1-6
Construction Schedule	DA 4.2.3	Keep the City informed of progress in satisfying the Hospital Commitment by reporting to the City on the timing and progress of the construction at the St. Luke's Campus and the Van Ness and Geary Campus	11/08/2013	11/08/2023	In compliance. Both VN and STL projects on schedule.	Compliance Statement, Construction Schedules
Milestone Completion Notice	DA 4.2.3	Provide notice to the City confirming the completion of milestones	11/08/2013	11/08/2019	In compliance. Four milestones met in 2014.	Compliance Statement, Attachment 5
Schedule and Phasing Milestone Table	Exhibit C	Update Milestone Table with schedule and phasing updates as information becomes availble	11/08/2013	11/08/2019	In compliance. Construction schedule/phasing table is current	Compliance Statement, Milestone Table
First Source Entry Level Hiring	Exhibit E C.3	Good faith efforts to fill 40% of available entry level positions with System Referrals	11/08/2013	11/08/2023	In complaince. CPMC, in coordination with OEWD, is making the required good faith efforts regarding the First Source Entry Level Hiring Goal. Hiring deficiency was 18 entry- level positions; deficiency will roll over and be added to next year's hiring target	Compliance Statement Attachment 3
Workforce Training Payment	Exhibit E D	Provide \$4,000,000 to the City as a contribution to the City's programs that provide workforce training to economically disadvantaged residents. Such payments shall be payable as follows: \$1,000,000 paid to OEWD within thirty days after the Effective Date, and managed by OEWD/CityBuild. The remainder of \$3,000,000 shall be paid to the San Francisco Foundation in accordance with Payment Schedule, Exhibit N	11/08/2013	11/08/2014	In compliance. \$1M paid 11/25/14	Compliance Statement Attachment 2
Construction Hiring	Exhibit E A.5a	Good faith efforts to fill 50% of new entry-level positions for non-union administrative and engineering candidates	11/08/2013	11/08/2023	In compliance. 100%	Compliance Statement, Attachment 4
Construction Hiring	Exhibit E A.5b	Good faith efforts to fill 50% of new entry-level positions for administrative and engineering internship candidates	11/08/2013	11/08/2023	In compliance. 70%	Compliance Statement, Attachment 4
Construction Hiring	Exhibit E A.5d	Good faith efforts to fill 30% of trade hours worked by new and core opportunities for union journeymen and apprentices	11/08/2013	11/08/2023	In compliance. 36%	Compliance Statement, Attachment 4
Construction Hiring	Exhibit E A.6e	Good faith efforts to fill 21% of hours for new union apprentices by System Referrals	11/08/2013	11/08/2023	In compliance. 36%	Compliance Statement, Attachment 4
Construction Hiring	Exhibit E A.7b	Good faith efforts to fill 50% of new Entry-Level Positions for union apprentice candidates	11/08/2013	11/08/2023	In compliance. 66%	Compliance Statement, Attachment 4
Construction	Exhibit E B.4	Good faith effort to Contract with Local Business Enterprises 14% of the value of all Contracts	11/08/2013	11/08/2023	In compliance. 11%	Compliance Statement, Attachment 4
Construction	Exhibit E B.4b(i)	Create Workforce Development Group	11/08/2013	11/08/2023	In compliance. Conducted various meetings between CityBuild, trade partners, CPMC/Sutter	Compliance Statement, Attachment 4
Community Health Program	Exhibit F	23 various commitments	Varies	Varies	In compliance. See separate sheets	Compliance Statement, Attachment 1
Housing Program	Exhibit G	City replacement fees for demolition of existing residential units at the site of the Cathedral Hill MOB and Affordable Housing payments	11/08/2013	11/08/2017	In compliance. \$7M paid 11/25/14	Compliance Statement, Attachment 2
Public Improvements	Exhibit H	Public Improvements and pedestrian safety measures	11/08/2013	11/08/2016	In compliance. 1.975 paid 11/25/14	Compliance Statement, Attachment 2
Transportation Progran	Exhibit K	Payments for transit improvements	11/08/2013	11/08/2023	In compliance. \$2.9M paid 11/25/14	Compliance Statement, Attachments 2 and 6
Payment Schedule and Reiumbursement of City Costs	DA 4.7	Pay City costs incurred for review of annual DA compliance	11/08/2013	11/08/2023	In compliance. \$116,793 paid 2/13/14	Compliance Statement, Attachment 2
Institutional Master Plan Update	DA 8.2.1	Compliance Statement satisfies the requirements for and is submitted in lieu of IMP Update	11/08/2013	11/08/2023	In compliance. Notified City of property transactions	Compliance Statement, IMP Update



# ATTACHMENT 1 HEALTHCARE COMPLIANCE REPORT

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

CPMC Developm	nent Ag	reement				
Healthcare Comp						
Fiscal Year 2014		Ι				
1 10001 1 001 2011						
			Commitment	Commitment		Supporting
Item	Section	Commitment	Start Date <sup>1</sup>	End Date	Compliance Statement	Documentation
Baseline Commitment	1a	Unduplicated Patient Commitment: Care for a total of not less than 30,445 Unduplicated Patients. Baseline Expenditure Commitment: Spend at least \$8,000,000 for Community Benefits in San Francisco. <u>Transition to Affordable Care Act</u> : Maintain Charity Care policies through 12/31/2015 that are no more restrictive than Charity Care policies in fiscal year 2011. Transition to Affordable Care Act: Ensure Charity	11/08/2013 11/08/2013	11/08/2023 11/08/2023 12/31/2015	In compliance CPMC served a total of 28,596 Unduplicated Patients between 1/1/2014 and 12/31/2014. This is 1,849 patients short of the Unduplicated Patient Commitment. CPMC made good faith efforts to meet this commitment, however, a variety of factors (The Affordable Care Act and others) had a significant impact on the Uninsured and Medi-Cal populations' access to care in San Francisco during 2014 and contributed to CPMC's deficit of unduplicated lives. The Development Agreement considers the possibility that changes in the health care sector may impact CPMC's ability to meet the Unduplicated Patient Commitment and allows for a carryover or 2 year rolling average of the Unduplicated Patient Commitment when considering compliance. CPMC will work to satisfy the Unduplicated Patient Commitment (Commitment through the 2 year rolling average during years 2014 and 2015. In compliance. CPMC substantially exceeded the \$8,000,000 Baseline Expenditure Commitment. In 2014 CPMC spent a total of \$14,604,433 for Community Benefits in San Francisco.	
	1d 1e	Care policies comply with California law and do not deny Charity Care patients access to inpatient services. Bayview Child Health Center: Provide financial and operational support for comprehensive pediatric primary care to residents of the Bayview area through the Center in a manner and amount	01/01/2016	11/08/2023	Not yet applicable. Obligation commences on 1/1/2016.	
		generally consistent with the level of support in	11/09/2012	11/09/2022	In compliance. CPMC provided financial and operational support for the Bayview Child Health Center consistent with 2011-2012 levels.	Deloitte & Touche
	2a	fiscal year 2011-2012. Continue to participate with a standard services agreement in the San Francisco Health Plan Medi- Cal managed care program in accordance with Section 2b.	11/08/2013 08/10/2013	11/08/2023 08/10/2023	In compliance. CPMC continues to have a standard services agreement with San Francisco Health Plan.	Report
New Medi-Cal Beneficiaries Commitment	2b	Accept responsibility for providing hospital services for 5,400 additional Medi-Cal managed care beneficiaries and shall remain open to accepting all New Enrollees until the 5,400 additional Medi-Cal managed care beneficiaries are enrolled.	08/10/2013	08/10/2023	In compliance. CPMC enrolled 13,968 new Medi-Cal beneficiaries in 2014. CPMC met the 5,400 additional Medi-Cal beneficiaries commitment in 2014 and exceeded it. As of December 2014, CPMC had a total 31,097 Medi-Cal managed care beneficiaries enrolled in its partnership, which exceeds the development agreement commitment by 11,079 beneficiaries. <sup>2</sup>	San Francisco Health Plan Capitation Report
	2f	Contract with at least 2 management services organizations (MSO) or equivalent participating in the Medi-Cal program. If an MSO becomes available with a primary care provider base in the Tenderloin before 12/31/2015, CPMC must contract with the MSO to care for 1,500 new enrollees.	08/10/2013	12/31/2015.	In compliance. No available MSO with a primary care provider based in the Tenderloin currently exists. CPMC is contracted with one MSO, North East Medical Services, and is in discussions around how to serve Tenderloin patients given the lack of an additional MSO with a primary care base in the Tenderloin.	

Item	Section	Commitment	Commitment Start Date <sup>1</sup>	Commitment End Date	Compliance Statement	Supporting Documentation
Innovation Fund	3a	Executed Innovation Fund Agreement in the form provided with The San Francisco Foundation. Create a committee of fund advisors to advise the Innovation Fund Foundation.	08/10/2013	10/07/2017	In compliance. CPMC executed the agreement with The San Francisco Foundation. The Committee was formed and CPMC continues to participate via an appointed a member to provide disbursement advice.	
Innovation Fund	3b	CPMC shall pay to the Innovation Fund Foundation \$8,600,000 in accordance with Exhibit N.	08/10/2013	10/07/2017	In compliance. Per Exhibit N, CPMC paid the Innovation Fund \$1,125,000 in 2014. The payment was made on time, within 30 days of Finally Granted.	Innovation Fund Report.
	3c	Distribution of the Innovation Fund	08/10/2013	10/07/2017	In compliance. See Innovation Fund Report for distributions made in 2014.	Innovation Fund Report.
Sub-Acute Care Services	4	CPMC shall work with SFDPH and other hospital operators in good faith to develop specific proposals for providing Sub-Acute Care Services in San Francisco and present to the Health Commission by 6/30/2014, or such date as the participating hospitals and the Health Commission determine.	08/10/2013	06/30/2014 or such date as participating hospitals and Health Commission determine	In compliance. CPMC commenced work and is in the process of engaging an outside consultant to further enhance the quality of recommendations. CPMC, DPH, and the Health Commission have agreed to extend the date of presentation to the Health Commission to 12/31/2015.	
	5a	St. Luke's Campus Hospital will be a 120-bed General Acute Care Hospital with comprehensive emergency services.	Within 24 months of the Opening of Cathedral Hill Hospital.	10 years	In compliance. CPMC expects to meet the St. Luke's Campus Hospital Opening Commitment. See Development Agreement Compliance Statement for construction and Milestone timeline.	
Hospitals at the St. Luke's and Cathedral Hill Campuses	5b	Additional 30 bed Space: The "shelled" space at Cathedral Hill Campus Hospital shall not be built- out for and placed into operation 30 licensed acute care beds until after the St. Luke's Campus Hospital is opened and has a daily census as outlined in Section 5b of Exhibit F.	Refer to Section 5b of Exhibit F.	10 years	Not yet applicable. Subject to completion of Cathedral Hill Campus Hospital and St. Luke's Campus Hospital utilization.	
	6a(i)	Provide the services listed in Section 6aiA-C at St. Luke's Campus Hospital.	Opening of St. Luke's Campus Hospital.	10 years	Not yet applicable. Obligation commences after St. Luke's Campus Hospital Opens.	
	6a(ii)	Establish, operate, and maintain a Center of Excellence in Community Health at the St. Luke's Campus.	Opening of St. Luke's Campus Hospital.	10 years	Not yet applicable. Obligation commences after St. Luke's Campus Hospital Opens.	
St. Luke's Campus	6a(iii)	Establish, operate, and maintain a Center of Excellence in Senior Health at the St. Luke's Campus.	Opening of St. Luke's Campus Hospital.	10 years	Not yet applicable. Obligation commences after St. Luke's Campus Hospital Opens.	
	6b	St. Luke's Campus Medical Office Building: CPMC shall submit a proposal for development at the St. Luke's Campus Medical Office Building to the Sutter West Bay Board or give the City the option if construction has not started within 5 years after the Opening of the St. Luke's Campus Hospital.	Refer to Section 6b(i)	10/08/2023	Not yet applicable. Obligation commences after St. Luke's Campus Hospital Opens.	
Integration of St. Luke's Medical Staff and Patient Quality Outcomes	7	CPMC shall continue its good faith efforts at the clinical integration of medical staffs at the St. Luke's Campus, with the medical staffs at its other campuses, and on quality improvement initiatives for the purpose of improving patient quality of care at all of the CPMC Campuses.	10/08/2013	10/08/2023	In compliance. CPMC is making good faith efforts to integrate medical staffs and patient quality outcomes at all four campuses. CPMC now has the same physiciar groups providing services at all four campuses in the following specialties: Internal Medicine Hospitalists, Pediatric Hospitalists, Emergency Medicine, Radiology, Pathology, Oncology, Neurology, and Anesthesia. Efforts to further integrate medical staff and quality improvement initiatives are ongoing.	

			Commitment	Commitment		Supporting
Item	Section	Commitment	Start Date <sup>1</sup>	End Date	Compliance Statement	Documentation
Participation in the Community Benefits Partnership	8	CPMC shall continue to actively participate in the Community Benefits Partnership, or its successor, to prepare a community benefit plan for submittal to OSHPD.	10/08/2013		In compliance. CPMC actively participated in the Building a Healthier San Francisco (BHSF) Task Force and needs assessment process for submission to OSHPD. CPMC also actively participates in BHSF's successor, San Francisco Health Improvement Partnership (SFHIP).	
Service Agreements with Chinese Hospital		CPMC shall continue to provide pediatric, obstetric, and certain tertiary services to Chinese Hospital patients in a manner generally consistent with existing service agreements.	08/10/2013	08/10/2023	In compliance. During the period covered by this report, CPMC has continued to provide services generally consistent with existing service agreements.	
Culturally and Linguistically Appropriate Services	10	CPMC shall deliver at all campuses culturally and linguistically appropriate services that are representative of San Francisco's diverse communities and are in accordance with the mandates, guidelines and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS).	08/10/2013	08/10/2023	In compliance. CPMC delivers services at all campuses that are culturally and linguistically appropriate and in accordance with the mandates, guidelines, and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS).	CLAS Report
City Health Services System	11	For the period from 1/1/2014 to 12/31/2016, the negotiated fee for service increase for CPMC shall not exceed 5% annually as compared to the prior calendar year fee for service rates, and for the following 7 years CPMC shall limit annualized increases to no more than the Medical Rate of Inflation plus 1.5%.	01/01/2014	12/31/2024	In compliance. The negotiated fee for service rates in 2014 are at or below a 5% increase as compared to 2013.	
		s on the Development Agreement Effective Date ent on the date Approvals were Finally Granted				
orrected for future refer	ence. The		nent double cou	ints Healthy Far	12, should be stated to be 12,140, rather than 14,850. CPMC would suggest that milies members including Healthy Families as a separate count and as part of the 5,400.	



# **EXHIBIT** A

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

## Deloitte.

**Deloitte & Touche LLP** 555 Mission St San Francisco CA 94105 USA

Tel: +1 415 783 4000

www.deloitte.com

May 8, 2015

Mr. Henry Yu CFO California Pacific Medical Center (CPMC) 2351 Clay Street San Francisco, CA 94115

Dear Mr. Yu:

In accordance with our statement of work ("SOW") dated April 13, 2015, this report summarizes the results of the assessment of unduplicated patients performed by Deloitte & Touche LLP ("D&T") as requested by Sutter Health for its subsidiary California Pacific Medical Center ("Company" or "Sutter" or "CPMC").

At your request, we performed an assessment of the unduplicated patients to be reported by CPMC to the City of San Francisco related to the entitlement CPMC is seeking from the City of San Francisco to build a new hospital on the CPMC campus. This assessment of unduplicated patients, as defined in the agreement between CPMC and the City of San Francisco, included evaluating whether the number of unduplicated patients treated at the following CPMC campuses: California, Davies, Pacific and St. Luke's, from the period of January 1, 2014 to December 31, 2014, reasonably represents and are supported by CPMC's Patient Accounting records .

Our procedures included the following:

- D&T conducted interviews with business managers to understand the process and calculations of unduplicated patients to identify Medi-Cal and Charity Care patients, and consider whether the process is consistent with the prior year and as previously understood by D&T.
- D&T obtained from CPMC the patient details from the period for Medi-Cal and Charity Care patients and performed data analytics on the received data to determine the number of unduplicated Medi-Cal and Charity Care patients.
- D&T performed data analysis on the unduplicated patient listings, starting with raw data extracted from the patient accounting system, to evaluate whether duplicate patients are included in the listings for calendar year 2014.
- D&T selected a random sample of 25 patients from calendar year 2014 and evaluated supporting documentation provided by CPMC that supports CPMC's classification of the patient as a Medi-Cal or Charity Care recipient.

• D&T's methodology used in the procedures were consistent with those used in the review of the baseline periods for calendar years 2009 through 2013.

CPMC is subject under the Development Agreement to an "Unduplicated Patient Commitment" of 30,445 Unduplicated Patients (as defined.) This amount is not to include utilization attributable to the 5,400 additional "New Beneficiaries Commitment." It is our understanding that CPMC and the City of San Francisco have agreed to an adjustment of 837 unduplicated patients as the number necessary to exclude the utilization of the 5,400 additional Medi-Cal managed care enrollees from the commitment. Based on the procedures performed above, the total unduplicated patient count is 29,433. With the subtraction of the agreed 837 unduplicated patients, the allowable number of unduplicated patients for 2014 is 28,596, representing a deficit of 1,849 unduplicated patients for 2014. This net unduplicated patient count developed by CPMC appears reasonable and reflects the number of Medi-Cal and Charity Care patients treated the period of January 1, 2014 to December 31, 2014 at the California, Davies, Pacific and St. Luke's campuses of CPMC as reflected in the CPMC Patient Accounting records.

#### \*\*\*\*\*

D&T did not make any management decisions, perform any management functions, or assume any management responsibilities. Our observations and recommendations are based solely on the results of our assessment of the unduplicated patient listings. Our services were performed in accordance with the Statement on Standards for Consulting Services that is issued by the American Institute of Certified Public Accountants. We are providing our observations, advice, and recommendations. However, our services do not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the American Institute of Certified Public Accountants, and, therefore, we do not express an opinion or other form of assurance with respect to our services.

In addition, we did not provide any legal advice regarding our services nor did we provide any assurance regarding the outcome of any future audit or regulatory examination or other regulatory action; the responsibility for all legal issues with respect to these matters, such as reviewing all deliverables and work product for any legal implications to CPMC, is CPMC's. It is further understood that CPMC management has responsibility for, among other things, identifying and ensuring compliance with laws and regulations applicable to CPMC's activities and for establishing and maintaining effective internal control to assure such compliance. CPMC has responsibility for reviewing and approving any reports and/or deliverables.

D&T's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations is the responsibility of, and made by, CPMC.

In connection with this assessment, CPMC has informed D&T that the Company has been requested by the City of San Francisco (the "Recipient") to provide it with a paper copy or portable document format (PDF) of the Deliverable for informational purposes. D&T hereby authorizes CPMC to provide the Recipient with a copy of this report ("Deliverable") for such purpose. CPMC acknowledges and agrees that D&T has no responsibility to CPMC with respect to the provision of this Deliverable to the Recipient or with respect to its contents.

CPMC acknowledges that neither the services nor the Deliverable express or will express an opinion or any other form of assurance. The engagement is limited in nature and does not comprehend all matters relating to CPMC that might be pertinent or necessary to CPMC or the Recipient. CPMC acknowledges that it is solely responsible for providing accurate and complete information requested

This report is intended solely for the information and internal use of Sutter Health and its subsidiary California Pacific Medical Center, and should not be used or relied upon by any other person or entity.

by D&T for its services under the Engagement Letter dated November 22, 2013 and the corresponding Statement Of Work dated April 13, 2015 The Deliverable may not address all the questions that the Recipient may have. The Deliverable cannot be relied on to disclose errors or fraud should they exist. The Deliverable also may contain sensitive and candid comments about CPMC, Sutter or the engagement that may be subject to interpretation.

Very truly yours,

Deloitte & Touche LLP

Edin w Bym-By:

Ed Byers Principal



# **EXHIBIT B**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street



Deloitte & Touche LLP 555 Mission St San Francisco CA 94105 USA

Tel: +1 415 783 4000 www.deloitte.com

May 8, 2015

Mr. Henry Yu CFO California Pacific Medical Center (CPMC) 2351 Clay Street San Francisco, CA 94115

Dear Mr. Yu:

In accordance with our statement of work ("SOW") dated April 13, 2015, this report summarizes the results of the assessment of community benefits expense performed by Deloitte & Touche LLP ("D&T") as requested by Sutter Health for its subsidiary California Pacific Medical Center ("Company" or "Sutter" or "CPMC").

At your request, we performed an assessment of the processes and internal controls over the recording of "community benefit" Category 3 costs, including a reconciliation of incurred costs from the period of January 1, 2014 to December 31<sup>st</sup>, 2014 and whether they meet, at a minimum the \$8,000,000 threshold established by the city of San Francisco. The assessment also included an analysis to determine that the expense items and their categories align to community health benefits category guidelines from the City of San Francisco.

Our procedures included the following:

- D&T reviewed the Community Healthcare Program contract to understand the contractual requirements between CPMC and the City of San Francisco. D&T also reviewed the city guidelines charter to determine what expenses can and should be considered Category 3 expenses as defined in the Catholic Health Association of the United States publication, <u>A</u> <u>Guideline for Planning and Reporting Community Benefits (CBISA)</u>.
- D&T obtained the list of expenses from CPMC under the Community Health Benefits expense categories and gained an understanding of the process for recording costs. We evaluated the data for reasonableness through walkthroughs and assessment of written processes of accounting for program funding and costs.
- Leveraging the full list of community benefit expenses (reported as \$14,604,433), D&T then performed the following procedures:
  - Selected individual projects, which in summary exceeded \$8,000,000.
  - Obtained transaction detail for each of these individual projects.
  - Selected 45 random transaction samples across the projects and performed the following procedures:

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- Compared the accuracy and completeness of the costs to the supporting documentation (e.g., accounting data, checks, invoices, etc.).
- Assessed whether each of these 45 samples were valid category 3 CBISA expenses.

Based on the procedures performed above, the community health benefits expenses incurred by CPMC appear reasonable and reflect that at least the minimum amount of USD \$8,000,000 was spent on valid community health benefits program as required by the City of San Francisco.

#### \*\*\*\*\*\*

D&T did not make any management decisions, perform any management functions, or assume any management responsibilities. Our observations and recommendations are based solely on the results of our assessment of the unduplicated patient listings. Our services were performed in accordance with the Statement on Standards for Consulting Services that is issued by the American Institute of Certified Public Accountants. We are providing our observations, advice, and recommendations. However, our services do not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the American Institute of Certified Public Accountants, and, therefore, we do not express an opinion or other form of assurance with respect to our services.

In addition, we did not provide any legal advice regarding our services nor did we provide any assurance regarding the outcome of any future audit or regulatory examination or other regulatory action; the responsibility for all legal issues with respect to these matters, such as reviewing all deliverables and work product for any legal implications to CPMC, is CPMC's. It is further understood that CPMC management has responsibility for, among other things, identifying and ensuring compliance with laws and regulations applicable to CPMC's activities and for establishing and maintaining effective internal control to assure such compliance. CPMC has responsibility for reviewing and approving any reports and/or deliverables.

D&T's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations is the responsibility of, and made by, CPMC.

In connection with this assessment, CPMC has informed D&T that the Company has been requested by the City of San Francisco (the "Recipient") to provide it with a paper copy or portable document format (PDF) of the Deliverable for informational purposes. D&T hereby authorizes CPMC to provide the Recipient with a copy of this report ("Deliverable") for such purpose. CPMC acknowledges and agrees that D&T has no responsibility to CPMC with respect to the provision of this Deliverable to the Recipient or with respect to its contents.

CPMC acknowledges that neither the services nor the Deliverable express or will express an opinion or any other form of assurance. The engagement is limited in nature and does not comprehend all matters relating to CPMC that might be pertinent or necessary to CPMC or the Recipient. CPMC acknowledges that it is solely responsible for providing accurate and complete information requested by D&T for its services under the Engagement Letter dated November 22, 2013 and the corresponding Statement Of Work dated April 13, 2015. The Deliverable may not address all the questions that the Recipient may have. The Deliverable cannot be relied on to disclose errors or fraud should they exist. The Deliverable also may contain sensitive and candid comments about CPMC, Sutter or the engagement that may be subject to interpretation.

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Very truly yours,

Deloitte & Touche LLP

Edin w Bym-By:

Ed Byers Principal

This report is intended solely for the information and internal use of Sutter Health and its subsidiary California Pacific Medical Center, and should not be used or relied upon by any other person or entity.



# **EXHIBIT C**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street



### FINANCIAL ASSISTANCE PROGRAM FOR LOW INCOME UNINSURED PATIENTS FREQUENTLY ASKED QUESTIONS

### How Do I Determine Whether I Qualify for Financial Assistance for My Hospital Medical Bills?

We offer financial assistance to our low-income, uninsured patients who meet the program eligibility requirements. Please refer to the chart, located in this packet, for the family income eligibility criteria.

If your family income is below 400% of the Federal Poverty Income Guidelines you may qualify for 100% Charity Care for your hospital bill.

Catastrophic medical coverage is also available for low income uninsured patients whose eligible medical bills exceed 30% of the patient's annual family income.

We will begin the eligibility determination process done once they have received a completed application form along with your income verification documents. <u>Failure to submit a completed application and supporting documentation in a timely matter may result in denial of Charity Care</u>.

### How Do I Apply for Financial Assistance?

Complete the attached form and return to:

Sutter Health Shared Services Central Billing Office Attention: Bad Debt & Charity Care Team Member P.O. Box 619010 Roseville, CA 95661-9998

You must provide income documentation, such as current bank statement, tax returns, pay stubs, or employer salary history with your application in order to process your charity request.

We will process your application and may need to contact you as part of the application process and may request additional information. If you need assistance in completing the form, please call Sutter Health Shared Services Contact Center at Toll Free Number 855-398-1633.

### How Does The Notification Process Work?

Once the eligibility process is complete you will receive a Financial Assistance Notification form in the mail. The form will indicate if you are eligible for full or partial financial assistance. You may receive a notification that you are ineligible for financial assistance or that more information is needed to make a determination.



Sutter Health Federal Poverty Income Guideline Sliding Scale Eligibility Guide for January 30, 2014 to January 30, 2015: Using household income and size as calculated in the Attachment A, identify eligibility for financial discount.

Family Size	Period	Federal Poverty Guidelines (100%)	If income is below 400% (shown below) of FPIG, eligible for Full write-off
	Annual	\$11,670	\$46,680
1	Monthly	\$973	\$3,890
	Annual	\$15,730	\$62,920
2	Monthly	\$1,311	\$5,243
	Annual	\$19,790	\$79,160
3	Monthly	\$1,649	\$6,597
	Annual	\$23,850	\$95,400
4	Monthly	\$1,988	\$7,950
	Annual	\$27,910	\$111,640
5	Monthly	\$2,326	\$9,303
	Annual	\$31,970	\$127,880
6	Monthly	\$2,664	\$10,657
	Annual	\$36,030	\$144,120
7	Monthly	\$3,003	\$12,010
	Annual	\$40,090	\$160,360
8	Monthly	\$3,341	\$13,363
Add t	his amount for	r each family membe	er beyond 8
Each additional family	Annual	\$4,060	\$16,240
member	Monthly	\$338	\$1,353



### STATEMENT OF FINANCIAL CONDITION (Attachment A)

PATIENT NA	ME	SPOUSE		
ADDRESS				
ACCOUNT # FAMILY STA Name	SSN (PATIENT) TUS: List all dependents t	hat you support	(SPOUSE) Relations	ship
EMPLOYME	NT AND OCCUPATION			
Employer:		Positi	on:	·
Contact Pers	on & Telephone:			
If Self-Emplo	yed, Name of Business:			
Spouse Emp	loyer:	Positi	on:	
Contact Pers	on & Telephone:			
CURRENT N	yed, Name of Business: IONTHLY INCOME Pay (before deductions)		Patient	Spouse
Add: Incom	e from Operating Business (	If Self-Employed)		
Add: Other	Income: Interest and Dividends			
	From Real Estate or Persor	al Property		
	Social Security			
	Other (specify):			
	Alimony or Support Paymer	nts Received		
Subtract:	Alimony, Support Payments	Paid	· · · · · · · · · · · · · · · ·	
Equals:	Current Monthly Inco Total Current Monthly Incon Spouse Income from a	ne (add Patient +		

### FAMILY SIZE

Total Family Members (add patient, spouse and dependents from above)



	Yes	No	
Do you have health insurance?			
Do you have other Insurance that may apply (such as an auto policy)? Were your injuries caused by a third party (such as during a car accident			
or slip and fall)?			

By signing this form, I agree to allow Sutter Health to check employment and credit history for the purpose of determining my eligibility for a financial discount. I understand that I may be required to provide proof of the information I am providing.

(Signature of Patient or Guarantor)

(Signature of Spouse)

### PLEASE RETURN THIS FORM TO:

Sutter Health Shared Services Central Billing Office Attention: Bad Debt & Charity Care Team Member P.O. Box 619010 Roseville, CA 95661-9998

(Date)

(Date)



### AFFIDAVIT

I, \_\_\_\_\_\_(please print), declare under penalty of perjury under the laws of the State of California that the statement given below is true and correct to the best of my knowledge and belief:

Any Person Who Signs This Statement And Who Willfully States As True Any Material Matter Which Is Known To Be False Is Subject To The Penalties Prescribed For Perjury In The Penal Code By The State Of California, Sec. 11054 Of The W. & I., Code.

Signature of Person Making Declaration	 ו	Address
Date of Declaration	-	City, State, and Zip Code
(Optional) Witnessed by	Title	



# **EXHIBIT D**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

#### 12-14-Cap-MC Prov Reserve.xism

CPMC (CAL)NEM	Cap less	Cap Rate	Cap Rate	Cap Rate	Tola		Retro		
	Stop Loss	Eff 12/1/14	Eff 1/1/14	EFF 1/1/2013	Member Months	Retro 2013	Jan 14-Nov14	Jul-Nov MCE	Dec-14
amily/Foster/Refugee		** \$	\$	· s	(38)	(4)	(34)		
ged		\$	s	\$	998		(45)		1,043
Isabled / Blind		`\$	s	s	1,071	1	(17)		1,087
idigent Child		5	\$	\$	(†)		(1)		
ndigent Adult		5	5	\$					
CCTP		\$	\$	s	8				8
ged - Dual		5	\$	\$	1,185		54		1,131
Ind/Disablod - Oual		\$	\$	ş	329		14		315
child Convorting from HF		5	\$	s	3,045	1	2		3,842
Child 18		\$	\$	\$	7,030				7,030
NCE		s	\$	\$	10,933		(36)	33	10,930
Adult19		s _	\$	\$	6,505				6,505
	\$		**********		31,065	(2)	(63)	33	\$1,097
					OK 1	Total Net Retro	(32)		



# **EXHIBIT E**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street
May 2015

### The San Francisco Foundation's report on the activities-to-date of the Community Health Innovation Fund and the Workforce Fund.

#### COMMUNITY HEALTH INNOVATION FUND

Sutter West Bay Hospitals, a California nonprofit corporation doing business as California Pacific Medical Center (CPMC) entered into a development agreement with the City and County of San Francisco related to the construction of CPMC's medical facilities. In July 2013, representatives from CPMC's Community Health Programs, San Francisco Department of Public Health, and The San Francisco Foundation (TSFF) formed a Committee to oversee the strategy for granting \$8,600,000 of the Community Health Innovation Fund monies over five years.

The San Francisco Foundation received its first payment of \$2,000,000 toward the Community Health Innovation Fund on September 4, 2013, a second payment of \$1,500,000 on November 26, 2013 and a third of \$1,125,000 on November 25, 2014, for a total of \$4,625,000. As part of the development agreement, TSFF took a combined 7% management fee of \$323,750.

Starting in 2013, the first round of grants were awarded to five organizations focused on 1) Affordable Care Act reform readiness for community clinics that are part of the San Francisco Community Clinic Consortium; 2) strategic opportunities to improve services to people with HIV/AIDS; and 3) expansion of comprehensive and emergency mental health services in San Francisco.

In the fall of 2014, a second round of grants totaling \$2,010,292 was awarded to nine community based clinics to enhance care coordination with the goal of reducing re-hospitalization rates for high risk patients, and to HealthRight 360 to explore medical group partnerships for Clinic Consortium members. In early 2015, a supplemental award of \$72,000 was made to a Community Health Innovation Fund 2014 grantee, the Progress Foundation, for crisis intervention services. A description of the 2014 and 2015 grants-to-date are provided below.

### 2014 Care Coordination Grants:

- 1. **Glide Clinic** To provide a care coordinator position to enhance specialty care coordination and reduce preventable re-hospitalization rates (\$220,558).
- 2. **HealthRight 360** To provide a care coordinator position to reduce preventable rehospitalization rates (\$220,558).
- 3. **Lyon-Martin** To support infrastructure and staff to the existing care coordination team with a specific focus on increasing all specialty care and post-hospitalization follow-through (\$220,558).
- 4. **Mission Neighborhood Health Center** To support the centralization of referral functions among all clinic sites, and an integrated quality improvement effort on referrals for all of the clinic sites (\$220,558).
- 5. Native American Health Center To provide a dedicated nurse care coordinator position and the integration of a behavioral health provider into the established care team (\$220,558).
- 6. Northeast Medical Services To provide a full-time nurse practitioner to provide home visits as a complement to the existing care coordination programs and a full-time medical clinic clerk to ensure that patients follow through with urgent or required specialty care appointments (\$220,558).
- 7. **St. Anthony Foundation** To support the expansion and improvement of the Care Coordination Program by providing training in line with established, evidence-based practices for targeting, referring and coaching patients (\$220,558).
- 8. South of Market Health Center To support staff who provide care coordination services, purchase i2i Systems, an HIT software, to enhance population management, and consultant services to assist with data collection and analysis related to developing base-line metrics for hospital re-admissions (\$220,558).
- 9. Women's Community Clinic To improve the use of the Lifetime Clinical record and to support health information technology systems and human resources (i2i Disease registry and Data Analyst) to provide care coordination for all clients and more specifically, high risk clients (\$220,558).

### Other 2014/2015 Health Innovation Grants:

- 10. **HealthRight 360** To explore a potential Independent Physician Association partner for eight San Francisco community clinics who are members of the San Francisco Community Clinic Consortium (\$25,000).
- 11. **Progress Foundation** To support the provision of 24-hour crisis intervention and emergency care patients in need of immediate care (\$72,000).

Since 2013, a total of \$3,326,992 has been granted from the Community Health Innovation Fund.

A Request for Proposal for a third round of funding was developed in December 2014 for \$740,000 to support community- based mental health services to address isolation and depression for low-income seniors residing in the targeted communities. In addition, funds will be allocated to provide mental health services to the formerly incarcerated, establish a "Wellness Center" providing social support and enhanced services for dual-diagnosed, and to provide

training and clinical support for Community Safety Ambassadors and Street Violence Prevention workers. Grants will be made in May 2015.

### WORKFORCE FUND

As a companion to the Community Health Innovation Fund, Sutter West Bay Hospital entered into a Workforce Fund Grant Agreement on October 9, 2013 and created a Workforce Fund of \$3,000,000 to provide grants to educational institutions and non-profit organizations in communities that are impacted by CPMC hospital renovation and construction projects. The goal of the fund is to engage in barrier reduction and job training for employment opportunities with CPMC, in accordance with the terms of the Workforce Fund Agreement (the Agreement). The affected communities include the Western Addition, Tenderloin, Mission/SOMA, Outer Mission/Excelsior, Chinatown, and Southeastern neighborhoods.

To manage the Workforce Fund, the Agreement created a Committee of Fund Advisors (Workforce Committee) consisting of one representative of the Office of Economic and Workforce Development (OEWD) on behalf of the City, one representative of CPMC, and one representative of The San Francisco Foundation. TSFF received its first payment of \$2,000,000 toward the Workforce Fund on November 26, 2013, and a second payment of \$1,000,000 on November 25, 2014, completing the \$3,000,000 pledge. As part of the Development Agreement (DA), TSFF took a combined 7% management fee of \$210,000.

During FY 2015, the Workforce Committee met quarterly with a goal to prepare and release its initial round of requests for proposals (RFP) to educational institutions and community-based organizations to provide services that reduce barriers to employment with CMPC consistent with the DA. The Barrier Reduction RFP was built in part on recommendations gleaned from seven focus group meetings that the Workforce Committee hosted in the spring of 2014. Participants in those meetings included workforce development organizations, job placement agencies, CPMC employment staff and supervisors, OEWD job training staff, community residents who had (a) successfully and (b) unsuccessfully applied for employment with CPMC, and advocacy groups that had participated in the process that created the CPMC DA. The RFP was sent to forty institutions of higher education and nonprofit organizations, asking that they articulate proposals stating how they could provide programs to reduce barriers to employment and provide job preparedness services to residents in the six target neighborhoods seeking entry level employment with CPMC or related in-demand employers. The RFP asked applicants to submit work plans and qualifications to provide job-readiness services and/or on-the-job training, which were identified as major employment barriers during the focus group meetings.

The RFP was released in November 2014; proposals were due in January 2015. Thirteen organizations responded to the RFP and submitted proposals. TSFF Community Development staff assembled a team of five reviewers that included the Oakland Private Industries Council, the Salvation Army One Stop, OEWD, CPMC, and the consultant that crafted the RFP to review and score/rank proposals. The ranked proposals were submitted to the Workforce Committee

during its meeting on March 2, 2015. Following a discussion of the reviewers' ranking and comments, as well as the merits of the applications, the Workforce Committee made the decision to recommend one-year grants to the following four organizations totaling \$550,000.

### Barrier Reduction Grants:

- 1. Jewish Vocational Services To provide program support for job readiness training, supported paid work experience, and placement assistance into living wage jobs to low-income San Franciscan youth at CPMC, and/or other health care facilities in San Francisco (\$150,000).
- 2. **Positive Resource Center** To provide program support for job readiness training and placement in employment for disabled, low-income job seekers in San Francisco (\$100,000).
- 3. **Self-Help for the Elderly** To provide program support to ensure employment barrier reduction, job preparedness and placement for immigrant, Limited English Proficient, Asian Pacific Islander older adults and high needs youth in San Francisco (\$150,000).
- 4. **Mission Hiring Hall** To provide program support for job readiness training and placement services designed to overcome barriers to employment for low income, minority, and underserved San Francisco residents (\$150,000).

Community Development staff then entered grant applications in TSFF's grants management system and drafted recommendations for approval with a projected April 1, 2015 start date.

Staff also prepared letters for the applicants that were declined by the Workforce Committee. The grant recommendations were sent to the San Francisco Foundation Trustees on April 9, 2015 for their decision, which is expected by April 23, 2015. Last, Community Development staff scheduled a meeting between the grantees and the Workforce Committee to formally launch the barrier reduction work for mid-to late-April, and will follow up with quarterly meetings with the grantees and the Committee. Additional RFPs will be prepared and released as needed during the latter part of 2015.

### The San Francisco Foundation to CPMC - Health Innovation Fund Financial Report

	2013	2014	2015	Total Budget
Revenues				
Income - Cash Received	\$3,500,000	\$1,125,000	\$0	\$4,625,000
Income - Cash Pledged	\$5,100,000	-\$1,125,000	\$0	\$3,975,000
Interest	\$2,523	\$6,025	\$2,647	\$11,195
		Tota	Il Revenue	\$8,611,195
Expenses				
Grants Expense	\$964,700	\$2,290,292	\$72,000	\$3,326,992
Grants Projected			\$974,258	\$974,258
Fee	\$245,000	\$78,750	\$0	\$323,750
Fee Projected			\$278,250	\$278,250
		Tota	Il Expenses	\$4,903,250
Net Remaining	\$392,823	\$5,029,806	\$3,779,946	\$3,707,945



# **EXHIBIT F**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
Organizational Values and Principles	ORGANIZATIONAL FOCUS - OPERATIONAL EXCELLENCE: Critical to delivering an outstanding patient experience. We Strive to clarify priorities, enable efficient, faster decision-making and speed the spread of best practices.		
1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.	Standards 2 through 15 represent the practices and policies intended to be the fundamental building blocks of culturally and linguistically appropriate services that are necessary to achieve the Standard 1	KEY INDICATORS: a) Established safe and welcoming environment at every point of contact that both fosters appreciation of the diversity of individuals and provides patient- and family-centered care b) Ensure that all individuals receiving health care and services experience culturally and linguistically appropriate encounters c) Meet communication needs so that individuals understand the health care and services they are receiving, can participate effectively in their own care, and make informed decisions d) Intentional effort to eliminate discrimination and disparities	Audits patient education materials for quality and appropriate language translations. Updates are made as needed to include cultural competency. Reviews CME course offering and ensure all documentation that have cultural & linguistic appropriate information.
Governance, Leadership and Workforce:	ORGANIZATIONAL FOCUS - OPERATIONAL EXCELLENCE: Critical to delivering an outstanding patient experience. We Strive to clarify priorities, enable efficient, faster decision-making and speed the spread of best practices.		
2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.	<ul> <li>a) Designated Senior leadership supports and promotes CLAS through policies, practices and allocated resources.</li> <li>b) Established West Bay Region Reporting and Analytics team in January 2015 to adopt best practices for administration as well as the enterprise data warehouse and business intelligence technology to enhance reporting.</li> <li>c) Community Benefits Department intentionally partners with grassroots community organizations and advocacy groups to bridge the gap of cultural competency within healthcare</li> </ul>	KEY INDICATORS: a) Provision of appropriate resources and accountability b) Organization's demonstrated appreciation and respect for diverse beliefs and practices c) Supports transparency and communication between the service setting and the populations that it serves	Update and review Administrative policies every three years and monitored by the Policy & Procedure Committee.

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<b>3.</b> Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.	<ul> <li>a) Actively engaged in promoting workforce recruitment of the diverse population in the service area and continue to have on-going engagements with various community outreach programs in SF to promote our hiring efforts. Numerous workforce meetings with various outreach programs completed in 2014</li> <li>b) Employees are required to participate in online education to enhance our capacity to provide culturally competent care to our growing diverse patient population.</li> </ul>	<b>KEY INDICATORS:</b> a) Environment in which culturally diverse individuals feel welcomed and valued b) Trust and engagement with the communities and populations served c) Workforce reflects populations served	a) Collect and track language capacity of staff and voluntary equal employment opportunity metrics through HR system. b) Engage in affirmative action planning and metrics are tracked annually. c) Focus and work with specific departments to recruit and hire staff based on the cultural and linguistic needs of patients through Human Resources. Pull and analyze data from HR and patient care systems to inform these efforts.
EDUCATION & TRAINING	ORGANIZATIONAL FOCUS - OPERATIONAL EXCELLENCE: Critical to delivering an outstanding patient experience. We Strive to clarify priorities, enable efficient, faster decision-making and speed the spread of best practices.		
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.	<ul> <li>a) Annual training is given to all Sutter employees to ensure knowledge/adoption of the components of organizational cultural competency, and why it is important to our patients, staff and organization.</li> <li>b) Certified Interpreters will, on request, provide education/information on cultural beliefs and practices to further personalized care.</li> <li>c) Clinical/Staff training is integrated with culturally competent specific criteria to accomplish the following: <ol> <li>Upon patient registration, staff captures religion, race/ethnicity/ancestry, primary language, spiritual preference, geographic data, insurance coverage, and interpreter request are all documented.</li> <li>Learning assessment is completed on admission by the nurse for every patient.</li> <li>Childbirth Education Classes- conducted in Spanish</li> <li>Group Prenatal Program (formerly called Centering)- conducted in Spanish</li> <li>Comprehensive Perinatal Services Program for our MediCal OB patients- conducted in Spanish</li> <li>Completion of annual mandatory training for all employees is tracked and reported to managers; percentage of completed trainings are monitored.</li> </ol> </li> </ul>	KEY INDICATORS: a) Workforce demonstrates the attitudes, knowledge, and skills necessary to provide care to diverse populations b) Capacity of staff to provide services that are culturally and linguistic and supports health literacy c) Education and training programs that address the impact of culture on health and health care	a) Monitor and Track percentage of completed trainings. b) Report status on completion of annual mandatory training to Managers.

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
Communication and Language Assistance:	ORGANIZATIONAL FOCUS - PATIENT EXPERIENCE: Delivering a consistently excellent patient experience through the Eyes of our patients.		
5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.	<ul> <li>a) Provide interpreter services at no cost to patients with Limited English Proficiency (LEP) or who are deaf or hard-of-hearing, in order to enhance effective communication and ensure access to health care information and services in accordance with Federal, State and Local regulations.</li> <li>b) Language assistance is offered at different points of service and levels of care e.g. emergency area, outpatient and inpatient. Interpretation methods include: in person interpreting, over-the-phone interpreting.</li> <li>c) Staff are informed on using the electronic health record system to record patient's need for interpreters, and use of the institution's interpreter services to offer language assistance as needed.</li> <li>d) Interpreter Services provides internal certified staff for 3 Chinese dialects, Spanish, Russian, Vietnamese, Japanese and Korean.</li> <li>e) Employed 30 staff interpreters and 10.7 FTE for 2014. Vendor services with ability to deliver language assistance in over 200 languages are used to complement internal staff interpreters.</li> </ul>	KEY INDICATORS: a) Individuals with limited English proficiency and/or other communication needs have equitable access to health services b) Individuals understand their care and service options and participate in decisions regarding their health and health care c) Improved patient safety and reduce medical error related to miscommunication	<ol> <li>Monitor and track both pre-scheduled and same day scheduled interpreting activities by language groups &amp; interpreting modalities (i.e. in person, telephonic, remote video)</li> <li>Monitor LEP census by campus for common languages.</li> <li>Identify incorrect LEP needs in the Sutter Electronic Health Record are reported for correction on regular basis.</li> <li>Conduct a quality improvement workshop in 2014 to enhance our ability to deliver language assistance efficiently and effectively.</li> </ol>
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.	<ul> <li>a) Patients are informed regarding availability of language assistance services in their preferred language verbally with the assistance of phone interpreters as needed and in print.</li> <li>b) Print notices include those with our top 4 common languages (Chinese, Spanish, Russian &amp; Tagalog), and Language Identifications instructions are in 20 common languages phone interpreting.</li> <li>c) Provide 24 hr midwifery phone line with a Spanish-speaking provider and Spanish-speaking phone operators</li> <li>d) Education handouts and EPIC smart phrases in Spanish. Smart phrases provide lists of resources, birth plans, risks and benefits of procedures, New OB instructions.</li> </ul>		<ol> <li>Review regularly to ensure multi-language signage at key points throughout all campuses</li> <li>Notify patients of the availability of language assistance services</li> </ol>

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.	<ul> <li>a) Individuals providing language assistance include Certified Medical Interpreters &amp; Qualified Bilingual Staff</li> <li>b) Interpreter Services Department has programs that evaluate and ensure the language competency of our bilingual staff</li> <li>c) Vendor interpreters are audited and monitored for quality.</li> <li>d) Continuous monitoring of appropriate ratio of staff interpreters to vendor provided services to enhance delivery of service to out LEP patients.</li> <li>e) A Medical interpreter is an individual who is fluent in English and in a second language or National Certified with the Registry of Interpreters for the Deaf (RID) in sign language. Family and friends are not used to provide interpretation (except on request by patient and after being informed that a trained interpreter can be made available at no cost and also if deemed by health care provider that there are no conflicts of interest)</li> </ul>	<b>KEY INDICATORS:</b> a) Accurate and effective communication between individuals and providers b) Individuals are empowered to negotiate and advocate, on their own behalf, for important services via effective and accurate communication with health and health care staff	<ol> <li>Maintain and publicize up-to-date information about Qualified Bilingual Staff (certified at Medical/Basic level by external independent agency) on the institutional intranet</li> <li>Establish a quality assurance program to ensure and validate the competency level of our vendor's interpreters.</li> <li>Monitor our certified interpreters activities regularly as related to their efficiency and competency.</li> <li>Audit and monitored vendor's interpreters as needed.</li> <li>Audit translated documents for quality</li> </ol>
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.	<ul> <li>a) Signage provided in our common languages: Chinese, Spanish, Russian and Tagalog (at St Luke's)</li> <li>b) Translation resources are made available to staff. The hospital departments and care providers determine which translated documents and languages are needed based on its patient population.</li> <li>c) Regular review to ensure multi-language signage at key points throughout all campuses notifying patients of the availability of language assistance services.</li> </ul>	<b>KEY INDICATORS:</b> a) Readers of other languages and individuals with various health literacy levels are able to access care and service b) Individuals are able to make informed decisions about their health care/service options	<ol> <li>Conduct round by Staff interpreters to audit the accuracy and adequacy of multi-lingual signs.</li> <li>Provide and review results of Patient Satisfaction Surveys in multi-languages .</li> <li>Assess materials for essential communications in multi-languages.</li> </ol>
Continuous Improvement and Evaluation:	ORGANIZATIONAL FOCUS – FUTURE: Continually reimagine the way we deliver care to best serve the needs of our patients.		
<b>9.</b> Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.	Appropriate department level goals & policies support management accountability to infuse Cultural & Linguistic elements in planning/operations and are monitored by the Policy & Procedure Committee.	<b>KEY INDICATORS:</b> a) CLAS integrated within service, administrative, and supportive functions b) CLAS integrated within organization's strategic goals and priorities c) CLAS integrated within organizational planning, development and related to outcomes accountability	Update and review Administrative polices every three years and monitor through the Policy & Procedure Committee.

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<b>10.</b> Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.	<ul> <li>a) Internal assessments conducted on a bi-annual basis to ensure that CLAS standards are reflected and infused in our services that we provide to the diverse patient population.</li> <li>b) Results of appropriate department level assessments reported to Senior Management for planning, enhancement, and implementation of CLAS-related activities.</li> </ul>	<b>KEY INDICATORS:</b> a) Assessment of performance and progress in implementing CLAS Standards b)Assess the value of CLAS-related activities relative to the fulfillment of governance, leadership, and workforce responsibilities	Update annual department level goals to reflect CLAS and language improvement strategy.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.	a)Electronic Health Record system implemented to collect/record demographic data and language needs of patients and department level assessments done as needed and care provided appropriately. b) Sutter Electronic Health Record generated LEP Census Reports made available by campus to all appropriate departments for assessment. c) There is a large amount of cultural demographic data that is collected through various clinical applications within the enterprise system. d) Cultural data collection begins with standard work across registration and clinical operations to capture relevant information provided by the patient. Capture of this information may be enhanced by custom built tools within the EHR. Once collected, this data is aggregated and analyzed to define specific cultural segments within Sutter's broader patient population. e) Cultural data collection begins with standard work across registration and clinical operations to capture relevant information provided by the patient. Capture of this information may be enhanced by custom built tools within the EHR. Once collected, this data is aggregated and analyzed to define specific cultural segments within Sutter's broader patient population. f) Our vision is that these segments are matched to outcomes across a wide variety of treatment variables to allow for targeted interventions within the healthcare setting. Interventions can range from simple treatments (i.e. medication choices), to more sophisticated care coordination efforts that span the continuum from inpatient to outpatient and which leverage Lean process improvement. Once implemented, the impact of these interventions can be measured to assess efficacy, with further improvement planning based on the metrics. What is subsequently created is a continuous process which identifies cultural groups, defines treatments and support based on their specific needs, and promotes ongoing improvement through metric based outcomes assessments.	KEY INDICATORS: a) Accurately identify population groups within a service area monitor individual needs, access, utilization, quality of care, and outcome patterns b) Improved service planning that enhances access and coordination of care c) Measurement to what extent health care services are provided equitably	Generate LEP Census Reports from Sutter Electronic Health Record System and use it to provide appropriate departments for assessment.

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.	<ul> <li>a) Conducts a tri-annual community health needs assessment in partnership with community based organizations, San Francisco Hospitals and the San Francisco Department of Public Heath.</li> <li>b) CPMC works with SFHIP and through an annual implementation plan to respond to needs identified in the assessment.</li> <li>c) Interpreter Services periodically evaluate geographic language demographic &amp; needs data as well as CPMC's LEP census reports and plan the provision of language assistance accordingly.</li> </ul>	<b>KEY INDICATORS:</b> a) Determination of service assets and needs of populations in service areas (needs assessment) to support resource inventory and gap analysis b) Analysis of demographic, cultural, linguistic, and epidemiological baseline data (quantitative and qualitative) of populations served	1) Submit the tri-annual community health needs assessment and annual implementation plans to the IRS and OSHPD and also publish on the CPMC public website. 2) Participate in SFHIP on an ongoing basis through the Steering Committee.
Community Engagement:	ORGANIZATIONAL FOCUS – MARKET: Develop an integrated approach to serving our patients and other customers through partnerships with providers and payers.		
implement, and evaluate policies,	<ul> <li>a) Conducts a tri-annual community health needs assessment in partnership with community based organizations, San Francisco Hospitals and the San Francisco Department of Public Heath.</li> <li>b)Works with SFHIP and through an annual implementation plan to respond to needs identified in the assessment.</li> </ul>	<b>KEY INDICATORS:</b> a) Provided responsive and appropriate service delivery informed and guided by community interests, expertise, and needs b) Increased appropriate use of services by engaging by underserved minority groups to design and services their needs and desires c) Empower members of underserved minority communities become active participants in the health and health care process	<ol> <li>Submit the tri-annual community health needs assessment and annual implementation plans to the IRS and OSHPD and also publish on the CPMC public website.</li> <li>2) Participate in SFHIP on an ongoing basis through the Steering Committee.</li> </ol>

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.	<ul> <li>a) Patient &amp; Customer Relations Department processes complaints &amp; grievances of all nature with commitment to service excellence and quality personalized care. Process ensures that patient is contacted within 7 days with resolutions and next steps and or need for mediation and final response is given within 30 days.</li> <li>b) Cultural/diversity complaints tracked as an Event Type in our Online Occurrence Report system. All complaints and grievances are investigated.</li> <li>c) Patient Satisfaction surveys are provided in preferred languages.</li> </ul>	federal and/or state level regulations that address topics such as grievance	<ol> <li>Track cultural/diversity complaints as an Event Type in our Online Occurrence Report system.</li> <li>Investigate all complaints and grievances. In compliance with CMS, grievances are acknowledge within 7 days and final response given within 30 days.</li> </ol>
<b>15.</b> Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.	<ul> <li>a) Communicated through website, staff meeting and city-wide partnerships.</li> <li>b) Continues to inform the city with up to date on the hiring in accordance with the development agreement</li> </ul>	audiences about efforts and	<ol> <li>Communicate CLAS related community benefits and language assistant to Senior Management</li> <li>Broadcast updates through internal and external channels.</li> </ol>



# ATTACHMENT 2 Development Agreement Payments Schedule and CPMC Payment Transmittals/Invoices

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

### **2014 PAYMENT SCHEDULE<sup>1</sup>**

	Agency	Effective Date + 30 days	First Installment <sup>2</sup>	Second Installment	11/25/14 CPMC Payments	Third Installment	Fourth Installment	Fifth Installment	TOTAL
Affordable Housing Payment <sup>3</sup>	MOH	2,400,000	6,700,000	7,000,000	Completed	8,825,000	8,100,000	3,475,000	36,500,000
Healthcare Innovation Fund <sup>4</sup>	Foundation	2,000,000	1,500,000	1,125,000	Completed	1,125,000	1,725,000	1,125,000	8,600,000
Bus Rapid Transit contribution <sup>5</sup>	MTA		2,100,000	2,900,000	Completed				5,000,000
Transit Fee <sup>5</sup>	MTA					1,500,000	2,500,000	2,500,000	6,500,000
Bicycle Studies Contribution <sup>5</sup>	MTA	400,000							400,000
Workforce training payment <sup>6</sup>	Foundation	1,000,000	2,000,000	1,000,000	Completed				4,000,000
Tenderloin sidewalk widening and pedestrian lighting improvements <sup>7</sup>	DPW/PUC	400,000	1,200,000	1,275,000	Completed	1,275,000	100,000		4,250,000
Tenderloin Safe Passage Grant <sup>7</sup>	OEWD	200,000							200,000
Transit and safety improvements in neighborhoods around the Cathedral Hill Campus <sup>7</sup> Enforcement & traffic safety	MTA	200,000	200,000			575,000	575,000		1,550,000
measures around Pacific & California Campuses <sup>7</sup>	MTA	300,000	300,000	700,000	Completed	700,000	1,000,000		3,000,000
Total		6,900,000	14,000,000	14,000,000	Completed	14,000,000	14,000,000	7,100,000	70,000,000

<sup>6</sup> As set forth in Exhibit E.

<sup>1</sup> All initially capitalized terms are as defined in the Agreement, unless otherwise defined herein.

<sup>&</sup>lt;sup>2</sup> First Installment is due thirty (30) days after the earlier of the date the Approvals are Finally Granted or the date the Cathedral Hill Campus Hospital Commences Construction, and each following Installment is due on each anniversary thereafter.

<sup>3</sup> As set forth in Exhibit G.

<sup>4</sup> The "Innovation Fund" is defined in Exhibit F.

<sup>&</sup>lt;sup>5</sup> As set forth in Exhibit K.

<sup>7</sup> As set forth in Exhibit H.



# ATTACHMENT 3 Entry Level Operational Hiring

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street



### Process with SFOEWD/First Source Hiring Program

CPMC, in coordination with OEWD, is making the required good faith efforts regarding the First Source (FS) Entry Level Hiring Goal.

CPMC has been working with OEWD and its network of providers to build off 2013 and further refine the hiring processes and procedures that will enhance opportunities for targeted groups and accelerate the progress toward the 40% local hiring goal. The Recruitment team at CPMC meets regularly with OEWD. We have developed a foundation and mutually shared vision for working together throughout the term of the Development Agreement.

Below is a summary of how CPMC has demonstrated good faith efforts to date:

<ul> <li>elsewhere.</li> <li>Approximately 11% of FS candidates get jobs at CPMC compared to approximately only 2% of San Franciscans outside the FS referral system.</li> <li>Exhibit A charts the local hiring percentage for 2014.</li> <li>Exhibit B charts the percentage of those hires from targeted neighborhoods in 2014.</li> <li>Exhibit C charts the local hiring percentage for the first five months in 2015.</li> <li>Exhibit D charts the percentage of those hires from targeted</li> </ul>
in 2015.

Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street



Active Engagement and Resource Allocation	<ul> <li>Weekly meetings with hiring managers with constant reminders on the importance of the workforce agreement</li> <li>Engaged in approx. 25 job fairs, employer spotlights, meetings/workshops in 2014. At the time of this submittal CPMC has participated in an additional 24 engagements in 2015, see Exhibit E.</li> <li>In addition to one full time recruiter designated to entry level hiring, CPMC applied additional resources to effectively evaluate and process referrals.</li> </ul>
Hiring Projections	<ul> <li>Detailed Hiring Projections for Aug. 2014 thru Aug. 2015 were provided to OEWD on August 1<sup>st,</sup> 2014, see Exhibit F.</li> <li>Detailed Hiring Projections for Aug. 2015 thru Aug. 2016 will be provided to OEWD in August 2015.</li> </ul>

### **Priorities for 2015**

In addition to meeting the minimum good faith efforts of providing OEWD with hiring projections, notifying OEWD of all entry level positions, giving OEWD an exclusive 10 days to refer candidates for entry level positions, considering candidates referred by the workforce system, working to meet the hiring goal of 40%, and continuing to fine-tune the systems put in place thus far, CPMC has also committed to the following:

- Participating in regular weekly check-ins with OEWD and its sector leads.
- Attending various community job fairs/events sponsored by OEWD and various CBOs targeting the priority areas noted in the Development Agreement.
- Applying approximately 50 hours per week in time and resources to monitor, track, capture, report, and effectively evaluate and process referrals.
- Prioritizing system referrals past the minimum 10 days if a requisition has not been filled.
- Expediting the application of the Workforce Training funds.
- Hosting half day workshop at CPMC with our hiring managers and Neighborhood Access Points(Chinatown, Western Addition, Visitacion Valley), Self Help for the Elderly, Jewish Vocational Services, Positive Resource Center, Goodwill, Mission Hiring Hall.

### Challenges

- Current unemployment rate in San Francisco is approx. 3.5%, the lowest in 15 years.
- Strain on our CPMC workforce due to the limited pipeline of qualified San Francisco candidates.
- Delay by the SF Foundation in awarding the \$3 million in workforce training grant funds.
- Escalating cost of living and lack of affordable housing within San Francisco.

California Campus	Davies Campus	Pacific Campus	St. Luke's Campus
3700 California Street	Castro & Duboce Streets	2333 Buchanan Street	3555 Cesar Chavez Street



# **EXHIBIT** A

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street





## **EXHIBIT B**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

## 2014 Calendar Year - % of System Hires from Target Neighborhoods (n=18)





## **EXHIBIT C**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street



## 2015 Calendar Year % System Hires, Cumulative System Hires



## **EXHIBIT D**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

## 2015 Calendar Year - % of System Hires from Target Neighborhoods (n=41)





## **EXHIBIT E**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

### Good Faith Efforts Log as of 5.20.15

Dete	Manthum	<b>T</b>		1
Date 05/20/2015	Meeting WANAP Job Fair	Type Job Fair	CPMC Participants	Location Western Addition
05/14/2015	Chinatown Employer Spotlight	Employer Spotlight	Tony Wagner Tony Wagner	Chinatown
05/13/2015	Women's Community Clinic	Workshop	Tony Wagner	Western Addition
05/08/2015	CPMC Entry-Level Workforce Needs	Workshop	Vahram Massehian, Melissa White, Tony Wagner, Pragna Dave, Ben Grover; Hiring Managers	
05/07/2015	Strictly Business Luncheon	Meeting	Maynard Jenkins, Vahram Massehian, Melissa White, Tony Wagner, Pragna Dave, Ben Grover	
05/05/2015	NAP Meeting	Workshop	Pragna Dave, Tony Wagner	
04/24/2015	JVS Excel presentation	Meeting	Tony Wagner	
04/09/2015	Healthcare Academy Graduation	Meeting	Tony Wagner	
04/08/2015	Goodwill Job Fair	Job Fair	Tony Wagner	SOMA
03/18/2015	HCAB @ JVS	Meeting	Tony Wagner	
03/18/2015	HSA Employer Showcase	Employer Spotlight	Tony Wagner	Mission
03/06/2015	Lessons Learned	Meeting	Tony Wagner, Varham Massehian	
03/04/2015	SF Chamber of Commerce	Meeting	Tony Wagner	
02/24/2015	Meeting with Executive Director of Western Addition	Meeting	Tony Wagner	Western Addition
02/24/2013	CCSF Culinary Arts	Weeting		Western Addition
02/10/2015	Showcase	Employer Spotlight	Tony Wagner	Chinatown
02/09/2015	Job Fair	Job Fair	Tony Wagner	Mission
	JVS/CPMC Internship			
02/09/2015	Meeting	Meeting	Pragna Dave	
_, 00, 2010	Meeting with Todd		Tony Wagner; Melissa White;	
02/06/2015	Rufo	Meeting	Vahram Massehian	
	JVS/CPMC Internship		Donna Sieker; Tony Wagner;	
02/02/2015	Meeting	Meeting	Pragna Dave	
,,	Meeting with NAP			
01/30/2015	coordinators	Meeting	Pragna Dave; Tony Wagner	
	WISF Subcommittee			
01/29/2015	meeting	Meeting	Tony Wagner	
01/20/2015	Meet London Breed	Meeting	Tony Wagner; Melissa White; Mike Cohill	Western Addition

01/15/2015	Employer Spotlight	Employer Spotlight	Tony Wagner	Western Addition
01/13/2015	Job Fair	Job Fair	Tony Wagner	Mission
01/10/2010	JVS Healthcare	500 1 011		
	Advisory Board			
12/18/2014	Meeting	Meeting	Tony Wagner	
	JVS Recruitment			
12/12/2014	Workshop	Meeting	Angela Hawkins; Minty Gill	
12/04/2014	CE Haaring		Tony Wagner; Rebecca	
12/04/2014	SF Hearing	Meeting	Ostrander	
11/18/2014	Employer showcase	Employer Spotlight	Tony Wagner	Visitation Valley
11/10/2011		Linployer openight	Maynard Jenkins; Rebecca	tionation valiey
11/05/2014	CPMC Check-in	Meeting	Ostrander	
			Tony Wagner; Rebecca	
10/10/2014	Employer showcase	Employer Spotlight	Ostrander	Lakeview
			Maynard Jenkins; Rebecca	
10/03/2014	CPMC Check-in	Meeting	Ostrander	
08/07/2014	Group Interview- Chinatown	Workshop	Tonu Magnor	Chinatown
08/07/2014	SFOEWD Employer	Workshop	Tony Wagner	Chinatown
08/05/2014	Showcase	Employer Spotlight	Tony Wagner	
07/30/2014	JVS	Meeting	Tony Wagner	
	Attended JVS			
	Healthcare Academy			
06/26/2014	Graduation	Meeting	Tony Wagner	
	Attended WISF			
	Healthcare			
	subcommittee			
06/12/2014	meeting at SFOEWD	Meeting	Tony Wagner	
	Meeting with			
05/27/2014	SFOEWD	Meeting	Tony Wagner	
	Workforce			
05/10/2014	Development RFP	Monting	Tony Magner	
05/19/2014	Focus Group	Meeting	Tony Wagner	
	Attended CCSF			
	Employer Roundtable			
	and Culinary Student			
05/13/2014	Showcase	Meeting	Tony Wagner	
	Participated in			
	employer panel for Healthcare Academy			
04/25/2014	participants at JVS	Meeting	Tony Wagner	
04/24/2014	Meeting SFOEWD	Meeting	Rebecca Ostrander	
, ,	0.0.0			

	Participated as recruiter at Job Fair for Mayor's Committee for Employment of Persons with		<b>T</b> W	
04/03/2014	Disabilities Meeting with	Meeting	Tony Wagner	
03/25/2014	SFOEWD	Meeting	Tony Wagner; Angela Hawkins	
02/27/2014	Phone conference with SFOEWD about interviews	Meeting	Tony Wagner	
02/04/2014	Phone conversation with SFOEWD regarding lack of candidates from JVS and SHE	Meeting	Tony Wagner; Angela Hawkins	
01/28/2014	Met with SFOEWD to discuss completion do document and process	Meeting	Tony Wagner; Angela Hawkins	
01/16/2014	Phone Conference with SFOEWD about implementation of 1st source tracker	Meeting	Tony Wagner	
01/14/2014	Met SFOEWD with Chuck Flacks and Winnie Yu regarding process and tracking of candidates	Meeting	Tony Wagner	



# **EXHIBIT F**

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

## City and County of San Francisco

### First Source Hiring Program



Edwin M. Lee, Mayor

Office of Economic and Workforce Development Workforce Development Division

### NON-CONSTRUCTION FIRST SOURCE EMPLOYER'S PROJECTION OF ENTRY LEVEL POSITIONS

By signing this form, employers agree to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code. As an indication of good faith efforts to comply with First Source, the Employer must fill out this form at commencement of contract/tax year to indicate:

- For a Tenant/Sub-tenant, the number of <u>Entry Level Positions</u> in the company that are currently filled and those that are currently available on premises leased by the City of San Francisco.
- For the successful Developer, Contractor, or Subcontractor, <u>Entry Level Positions</u> that are currently filled and those that will be available during construction work.
- For a tenant of a private commercial project that falls under Chapter 83 provisions of the City Administrative Code, the number of Entry Level Positions that are currently filled and those that will be available within the lease holding business at project address.
- For companies applying for the Biotech Payroll Tax Exclusion and Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion, the number of Entry Level Positions that are currently filled and those that will be available in the current tax year.
- For a successful organization awarded a City contract in excess of \$50,000, the number of Entry Level Positions that are currently filled and those that will be available within the business or non-profit organization.
- If positions listed are subject to collective bargaining agreements.

## Note: If an Entry Level Position becomes available during the term of the lease and/or contract, Employer must notify the First Source Hiring Administration.

<u>Entry Level Position</u> means a non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation. <u>Apprenticeship positions should be included.</u>

Type of Employer (check one):	Tenant	Subtenant	
	🔀 Developer	Biotech Payroll T	ax Exclusion applicant
	Contractor		
	Subcontractor	"Scene in San Fra	ancisco" Rebate applicant
	Central Market	Street and Tenderloin Area Pa	yroll Expense Tax Exclusion applicant
Identify Project or Construction	Project (if applicable):	City Department (if Contr	act or Lease):
Name of Employer: California Pa	cific Medical Center	Contact Person: Maynard	Jenkins, Regional VP Human Resources
Street Address: P.O. Box 7999			-
City: San Francisco		State: CA	Zip: 94120
Telephone: 415-600-7340	Fax: 415-600-7339	Email: jenkinml@sutterhe	ealth.org
What.			

8/1/2014

Date

Signature of authorized employer representative

### Projections August 10<sup>th</sup>, 2014-August 9<sup>th</sup>, 2015

Entry-Level Position Title	Number Currently Filled	Number Currently Available	Number Projected to Become Available in the next 12 Months	Estimated Date of Next Available Position	Subject to Collective Bargaining? (Yes/No)
Housekeepers	282	4	18	August- October	Yes
Food Service Aide	133	3	10	August- October	Yes
Cooks	28	3	4	August- March	Yes
Security Officer	58	3	12	August- November	No
Transporter/Transport Aide	83	3	3	August-March	No
Sales Gift Shop	0	0	0	N/A	No
Clerk/Receptionist	24	2	0	August- July	No
Phlebotomy/Specimen Handling	40	4	2	August- July	No

Lab Aide					
EKG Technician	12	6	1	August- May	No
Medical Assistant	31	3	2	August-March	No
Rehabilitation Aide	16	3	0	August- March	No
Aquatic Instructor	1	0	0	N/A	No
Speech Therapy Aide	0	0	0	N/A	No
Pathology Lab Accessioner	5	1	1	August- March	No
<b>Client Services Representative</b>	12	0	0	N/A	No
Patient Services Representative	12	0	1	N/A	No
Patient Registration	0	4	0	August- March	No
Representative					
Point of Service Specialist	0	1	0	August-January	No
PBX Operator	7	1	4	August - January	No
Administrative Coordinator	9	1	0	August- January	No
Certified Home Health Aide	11	0	1	N/A	Yes
Certified Nursing Assistant	9	0	4	N/A	Yes
Hospital Attendant	18	9	5	August-July	Yes
Certified Hospital Attendant	70	0	5	N/A	Yes
Unit Coordinator	96	3	3	August- March	No
Emergency Dept. Technician	12	6	7	N/A	No
Other Entry- Level Positions					
Patient Support Representative	7	0	1	N/A	No
Patient Access Representative	81	17	4	August- March	No
Central Distribution Aide	22	0	0	N/A	Yes
Dietary Clerk	5	0	0	N/A	No

Please fax, email, or mail this form SIGNED to:

Attn: Business Services

Tel: 415-701-4848

Fax: 415-701-4897





# ATTACHMENT 4 Construction and Local Business Enterprise Hiring

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street





CPMC Campuses at Van Ness & Geary and St. Luke's

### **2014 CONSTRUCTION WORKFORCE DEVELOPMENT**

### First Source Hiring Program for Construction

	Category	Goal	Actual	Comments
1.	New and core opportunities for union journeymen and apprentices	30% of trade hours worked by San Francisco Residents	33% (VNGC) / 54% (STL) / 36% overall	
2.	Entry-Level Positions for union apprentice candidates	50% of new hire opportunities filled with System Referrals	66%	12 out 18
3.	Create Workforce Development Group	Creation of Group	Meetings held January 28, 2014 April 24, 2014 August 27 2014	
4.	Entry-Level Positions for non- union administrative and engineering candidates	50% of new hire opportunities filled with System Referrals	100%	
5.	Entry-Level Positions for administrative and engineering internship candidates	50% of new hire opportunities filled with System Referrals	70%	
6.	Number of apprentice hours for new union apprentices	21% of hours for new union apprentices by System Referrals	36%	System referrals

### Local Business Enterprise Hiring

	Category	Goal	Actual	Comments
7.	Contracting with	14% of the value of	11% (VNGC) / 13%	\$10,968,804
	Local Business	all Contracts	(STL) 11% overall	to LBEs in 2014
	Enterprises			

• San Francisco Resident Construction Hiring Goals: Construction hiring goals are to have 30% of the total hire hours performed by San Francisco Workforce, including 50% for new apprentice positions. Coordinated meetings between the Office of Economic and Workforce Development (OEWD) – CityBuild, trade partners and







subcontractors to develop a work plan with regards to our efforts to achieve these goals. .

- San Francisco Workforce Hours for construction hires from Elation Systems Goal of 30%. Achieved 33% and 54% and combined 36% of total 2014 construction hours. (Exhibit A)
- San Francisco Workforce Hours for apprentice hires from Elation Systems Goal of 50%. Achieved 66% for 2014 and in compliance based on the good faith efforts. Twelve of Eighteen new apprentices were San Francisco residents. (Exhibit B)

In 2014 HerreroBOLDT has produced and shared with CityBuild a major scope milestone schedule of the potential start dates of trade partners and sub-contractors.

HerreroBOLDT is currently working with the San Francisco Unified School District's Tech21, SFCC, Asian Neighborhood Design and other CBO programs in building capacity for the apprentice pipeline. We will be hosting summer construction interns and will be mentoring graduates of the Tech21 program.

- **The Workforce Development Group** for the projects which includes HerreroBOLDT, Trade Partners, Union Representatives, CityBuild and CPMC was established and meetings were held on January 28, 2014, April 24, 2014 and August 27, 2014.
- Administrative and Project Engineer Intern Hiring: Administrative Hires: Goal of 50%. Achieved 100% for 2014. Project Engineer Intern Hires: Goal of 50%. Achieved 70% for 2014 and in compliance based on the good faith efforts. All of the Administrative hires are graduates of the Construction Admin and Professional Services Academy (CAPSA)

Administrative Hires

- Accounting Clerk
- o Administrative Assistant
- BIM Administrator & Support (STL)
- o Business and Risk Management Assistant

Project Engineer Internships

- Site and Structure Project Engineer Intern
- MEP Project Engineer Intern
- Production Project Engineer Intern
- High School Intern from Build SF (SFUSD)
- High School Intern from Build SF (SFUSD)
- **LBE Program:** Goal of 14%. Achieved 11% VNGC / 13% STL through 2014 and 11% for both projects overall with \$10,968,804. **(Exhibit C)** The goals for the Local Business Enterprise (LBE) program are 14% San Francisco based business contracting with no distinction between Contract Monitoring Division (CMD) certified and HerreroBOLDT certified.

HerreroBOLDT has worked closely with the CMD to establish the perimeters of this customized agreement.

• Preconstruction Meetings with CityBuild, Trade Partners and Sub-Contractors






Ryan Engineering and Malcolm Drilling (March 13, 2014) NTK Construction (March 27, 2014) Pankow Builders, Lawson Roofing, Malcolm Drilling (Tunnel) (September 8, 2014)

#### • CityBuild - Workforce Training:

HerreroBOLDT continues to teach 13 extended learning classes at the Construction Admin and Professional Services Academy (CAPSA) during the course of the spring and fall 2014 semester. HerreroBOLDT supplements the program's curriculum with construction industry instruction.

HerreroBOLDT, OEWD – CityBuild, Asbestos Abatement Workers Union Local 67 and industry partners collaborated on an Asbestos Abatement training to provide lead and asbestos training, physicals and union indentures for San Franciscans which included residents of the Western Addition. Five graduates of the training were hired to work on the Van Ness and Geary Campus hospital project.

H & M Fire Protection presented at the CityBuild Academy. H & M Fire Protection was able to identify a prospective student interested in the Fire Sprinkler Apprenticeship program. H & M Fire Protection mentored the student and the student has joined the Fire Sprinkler Apprenticeship program and is currently employed by H & M Fire Protection.

California Drywall conducted its first extended training module at the CityBuild Academy August 2014.

HerroBoldt, Herrick Corp., CityBuild and the Ironworker's Apprenticeship Program conclude 2014 by establishing a unique partnership to train San Francisco residents for entry level opportunities in structural steel. The training will be a supplemental module to the CityBuild curriculum providing cycle 20 participants with a pathway to employment.

Southland's Workforce Initiatives CityBuild Academy Southland leads two trainings per Cycle that involves a Piping Project and Sheet Metal Project and will begin teaching an HR class next Cycle with our HR Manager. We currently employee two CityBuild graduates. Additionally, Southland preps each student by presenting on the following topics during the training:

Foremen Expectations Safety Leadership Conflict Resolution related to projects Teamwork Craftsmanship

Magic Zone - Western Addition

Southland has an active partnership with Magic Zone. Periodically trains a group of clients to prep for hiring. Southland currently employs one pre-apprentice from Magic Zone that successfully went through the SMACNA Internship program that occurs annually.

B.U.I.L.D. Bay Area







Southland is attempting to establish a partnership with this agency to assist with training SF residents for future Sheet Metal pre-apprentice and apprentice positions in Local 104.

America Works

Southland periodically speaks to clients about various opportunities with the Local Unions and at Southland. We participate in talks with soon to be released inmates at the San Francisco Jail Facility.

MBK (My Brother's Keeper) Initiative - San Francisco

Southland is partnering with the San Francisco Foundation and the Office of the Mayor to work on this program initiated by the Obama Administration, which is designed to employ under-represented minorities across major metropolitan regions across the United States.

#### Additional Community Engagement:

HerreroBOLDT attended or conducted the following events in the community for 2014

- Construction Employers Association Dinner 1/14/2014
- Van Ness and Geary Campus Community Meeting 1/15/2014
- o CPMC HerreroBOLDT Workforce Development Group Meeting 1/30/2014
- o Tech21 Summer Internship Kick Off Meeting 2/12/2014
- o Construction Admin and Professional Services Academy Mixer 2/19/2014
- o Charity Cultural Services Center's Appreciation Day 2/27/2014
- o Mock Interviews for Philip Burton High School 3/4/2014
- Collective Impact Love and Basketball Tournament 3/8/2014
- CCSF Construction Management Mixer 3/18/2014
- o St. Luke's Campus Community Meeting 3/19/2014
- o SFSU Project Engineer Summer Internship Recruitment Event 4/4/2014
- o SF Conservation Corp Graduation 4/24/2014
- o Laborer's Community Training Foundation Fundraiser 5/2/2014
- Collect Impact Fundraiser 5/8/2014
- o CityBuild Academy Open House 5/9/2014
- o Project Engineer Summer Intern Training Event 5/28/2014
- CityBuild Academy Graduation 6/5/2014
- Charity Cultural Services Center Fundraiser 6/20/2014
- o SFCC HerreroBOLDT Lower Polk Neighborhood Clean Up and Outreach
- SFUSD Career Technical Education Internship 6/30/2014 & 7/2/2014
- Collective Impact Mentor Day 7/7/2014
- Real World Learning: A Summer Showcase at OC 7/10/2014
- St. Luke's Campus Community Advisory Group Meeting 7/17/2014
- Cal Drywall Training Module at CityBuild 7/28/2014
- Site Visit to Asian Neighborhood Design 8/3/2014
- Construction Education Day 8/14/2014
- Van Ness and Geary Campus Community Advisory Group Meeting 8/21/2014
- CPMC HerreroBoldt Workforce Development Group Meeting 8/27/2014
- Asian Neighborhood Design Employer Advisory Group 9/3/2014
- San Francisco Conservation Corps Presentation 9/16/2014
- St. Luke's Campus Groundbreaking 9/26/2014
- Ironworker's Gladiator Program Draft Day 10/1/2014

#### CityBuild Academy Open House – 10/3/2014

Collaborate, Really Collaborate Increase Relatedness Optimize the Whole Tightly Couple Learning with Action Projects as Networks of Commitments







- o Construction Careers Presentation Young Community Developers 10/7/2014
- St. Luke's Campus Community Advisory Group Meeting 10/15/2014
- Asian Neighborhood Design Graduation 10/27/2014
- CityBuild Academy Cycle 19 Graduation 10/27/2014
- o Construction Careers Presentation San Francisco Conservation Corps 11/7/2014
- Sgt. Macaulay Park Event with La Voz Latinas 12/22/2014
- We produce a quarterly newsletter to update the community around the Van Ness and Geary Campus about the activity generated by construction.







# Exhibit A

Collaborate, Really Collaborate Increase Relatedness Optimize the Whole Tightly Couple Learning with Action Projects as Networks of Commitments







## Van Ness and Geary Campus Hospital Project Resident Hours 2014

#### Workforce Contractor Summary HerreroBoldt Partners Date before 12/31/2014

		<b>Total Hours</b>		Apprentice Hours				
Contractor	Total	San Francisco Residents	San Francisco Residents%	Total	Total%	San Francisco Residents	San Francisco Residents%	
Categories								
Selected Projects								
TOTAL	104480.20	33992.20	32.53%	10269.45	9.83%	3868.25	3.70%	
Art Alger Inc., DBA Peninsula Crane & Riggin	740.00			162.00	21.89%			
Bryant Surveys, Inc.	22.00	5.00	22.73%	5.00	22.73%	5.00	22.73%	
Charles Pankow Builders, Ltd	4468.00	1058.50	23.69%	796.00	17.82%	454.00	10.16%	
Clipper International	1396.50	734.00	52.56%					
CMC CONSTRUCTION- 2	53.50							
CMC Traffic Control Specialists dba CMC Cor	241.50			10.50	4.35%			
De Haro Ramirez Group	260.00	99.50	38.27%					
EXARO TECHNOLOGIES CORPORATION	690.00	8.00	1.16%					
Ferma Corporation	34474.50	8830.00	25.61%	1411.50	4.09%	841.50	2.44%	
Gerdau Reinforcing Steel	2479.50	77.00	3.11%	416.00	16.78%	77.00	3.119	
Herrero Contractors, Inc.	14421.45	6381.20	44.25%	3757.45	26.05%	606.25	4.20%	
KING CRANE SERVICE	761.00			287.50	37.78%			
Kwan Wo Ironworks Inc.	1163.00	767.00	65.95%	345.00	29.66%	345.00	29.66%	
Malcolm Drilling Company, Inc.	17394.00	5672.50	32.61%	1750.50	10.06%	1165.00	6.70%	
MARTIN M. RON ASSOC. INC.	735.00	114.50	15.58%	29.00	3.95%	29.00	3.95%	
MCGUIRE & HESTER	1600.50	243.50	15.21%	370.00	23.12%	162.00	10.12%	
Phoenix Electric Company	911.50	424.25	46.54%	182.00	19.97%	149.50	16.40%	
Reliance Engineering Inc	267.50							
Rosendin Electric, Inc.	8708.00	454.00	5.21%					
Ryan Engineering, Inc.	8931.00	6929.50	77.59%					
Safway Services, LLC - Burlingame	213.00	22.00	10.33%	84.50	39.67%	18.00	8.45%	



Sheedy Drayage Co	816.00	38.50	4.72%				
THE LAWSON ROOFING CO., INC.	2582.00	1126.50	43.63%	662.50	25.66%	16.00	0.62%
Yolanda's Construction Management and Tra	1150.75	1006.75	87.49%				

\*\* NOTES: Projects List \*\*

--Cathedral Hill Hospital













## The Replacement Hospital at the St. Luke's Campus Resident Hours 2014

#### Workforce Contractor Summary HerreroBoldt Partners Date before 12/31/2014

		<b>Total Hours</b>			Appren	tice Hours	
Contractor	Total	San Francisco Residents	San Francisco Residents%	Total	Total%	San Francisco Residents	San Francisco Residents%
Categories							
Selected Projects							
TOTAL	16369.75	9080.00	55.47%	974.00	5.95%	963.00	5.88%
CONDON-JOHNSON & ASSOCIATES INC	242.00	13.00	5.37%				
De Haro Ramirez Group	35.00	11.00	31.43%				
Harrison Drywall Inc.	287.50			11.00	3.83%		
Herrero Contractors, Inc.	3236.00	1389.50	42.94%	673.50	20.81%	673.50	20.81%
NTK Construction, Inc.	6898.50	4944.50	71.68%	275.50	3.99%	275.50	3.99%
RLH FIRE PROTECTION	44.00	14.00	31.82%	14.00	31.82%	14.00	31.82%
Rosendin Electric, Inc.	543.00						
Ryan Engineering, Inc.	5030.75	2708.00	53.83%				
Southland Industries	53.00						

\*\* NOTES: Projects List \*\*

--Replacement Hospital at St Luke's Campus











#### The Replacement Hospital at St. Luke's Campus Project Summary Overall - December 2014









## CPMC Combined Hospital Projects' Resident Hours 2014

#### Workforce Contractor Summary HerreroBoldt Partners Date before 12/31/2014

		<b>Total Hours</b>			Apprent	ice Hours	
Contractor	Total	San Francisco Residents	San Francisco Residents%	Total	Total%	San Francisco Residents	San Francisco Residents%
ategories							
Selected Projects							
TOTAL	120849.95	43072.20	35.64%	11243.45	9.30%	4831.25	4.00%
Art Alger Inc., DBA Peninsula Crane & Riggin	740.00			162.00	21.89%		
Bryant Surveys, Inc.	22.00	5.00	22.73%	5.00	22.73%	5.00	22.73%
Charles Pankow Builders, Ltd	4468.00	1058.50	23.69%	796.00	17.82%	454.00	10.16%
Clipper International	1396.50	734.00	52.56%				
CMC CONSTRUCTION- 2	53.50						
CMC Traffic Control Specialists dba CMC Cor	241.50			10.50	4.35%		
CONDON-JOHNSON & ASSOCIATES INC	242.00	13.00	5.37%				
De Haro Ramirez Group	295.00	110.50	37.46%				
EXARO TECHNOLOGIES CORPORATION	690.00	8.00	1.16%				
Ferma Corporation	34474.50	8830.00	25.61%	1411.50	4.09%	841.50	2.449
Gerdau Reinforcing Steel	2479.50	77.00	3.11%	416.00	16.78%	77.00	3.11%
Harrison Drywall Inc.	287.50			11.00	3.83%		
Herrero Contractors, Inc.	17657.45	7770.70	44.01%	4430.95	25.09%	1279.75	7.25%
KING CRANE SERVICE	761.00			287.50	37.78%		
Kwan Wo Ironworks Inc.	1163.00	767.00	65.95%	345.00	29.66%	345.00	29.669
Malcolm Drilling Company, Inc.	17394.00	5672.50	32.61%	1750.50	10.06%	1165.00	6.70%
MARTIN M. RON ASSOC. INC.	735.00	114.50	15.58%	29.00	3.95%	29.00	3.95%
MCGUIRE & HESTER	1600.50	243.50	15.21%	370.00	23.12%	162.00	10.129
NTK Construction, Inc.	6898.50	4944.50	71.68%	275.50	3.99%	275.50	3.999
Phoenix Electric Company	911.50	424.25	46.54%	182.00	19.97%	149.50	16.40%
Reliance Engineering Inc	267.50						



RLH FIRE PROTECTION	44.00	14.00	31.82%	14.00	31.82%	14.00	31.82%
Rosendin Electric, Inc.	9251.00	454.00	4.91%				
Ryan Engineering, Inc.	13961.75	9637.50	69.03%				
Safway Services, LLC - Burlingame	213.00	22.00	10.33%	84.50	39.67%	18.00	8.45%
Sheedy Drayage Co	816.00	38.50	4.72%				
Southland Industries	53.00						
THE LAWSON ROOFING CO., INC.	2582.00	1126.50	43.63%	662.50	25.66%	16.00	0.62%
Yolanda's Construction Management and Tra	1150.75	1006.75	87.49%				

\*\* NOTES: Projects List \*\*

--Cathedral Hill Hospital

--Replacement Hospital at St Luke's Campus











# Exhibit B

Collaborate, Really Collaborate Increase Relatedness Optimize the Whole Tightly Couple Learning with Action Projects as Networks of Commitments



CPMC Campuses at Van Ness & Geary and St. Luke's









# Exhibit C

Collaborate, Really Collaborate Increase Relatedness Optimize the Whole Tightly Couple Learning with Action Projects as Networks of Commitments



#### Van Ness and Geary Campus Hospital Project Local Business Enterprise Utilization for 2014

Jan-14 Feb-14 Mar-14 Apr-14 May-14 Jun-14 Jul-14 Aug-14 Sep-14 Oct-14 Nov-14 Dec-1	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
--	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------

HERREROBOLDT	0	74,045	12,137	74,396	104,776	37,928	40,762	64,174	111,666	49,417	40,557	45,832
Total LBE Billing - HB	21,418	378,062	555,645	397,617	367,755	1,592,500	175,304	147,366	516,007	1,424,277	392,989	565,344
Cumulative LBE Billing	862,361	1,240,423	1,796,068	2,193,685	2,561,440	4,153,941	4,329,244	5,784,759	6,237,029	7,661,306	8,054,295	8,619,639
HerreroBoldt Billing	38,034	3,420,794	3,876,850	3,711,806	3,711,807	4,523,893	7,074,622	15,505,034	8,079,434	6,652,547	7,052,419	6,167,167
Cumulative HB Billing	8,466,846	11,887,640	15,764,489	19,476,295	23,188,102	27,711,995	34,786,617	50,291,651	58,371,085	65,023,632	72,076,051	78,243,218
% LBE Monthly	56.3%	11.1%	14.3%	10.7%	9.9%	35.2%	2.5%	1.0%	6.4%	21.4%	5.6%	9.2%
% LBE Total - HB	10.2%	10.4%	11.4%	11.3%	11.0%	15.0%	12.4%	11.5%	10.7%	11.8%	11.2%	11.0%

#### St. Luke's Hospital Project Local Business Project Local Business Enterprise Utilization 2014

LBE Company	LBE Report								
	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
Total LBE Billing - HB Hosp + MR	113,002	85,384	780,795	85,009	618,928	237,377	237,353	101,405	89,912
Cumulative LBE Billing	113,002	198,386	979,181	1,064,190	1,683,118	1,920,495	2,157,848	2,259,253	2,349,165
HerreroBoldt Billing	894,474	956,231	2,408,094	1,522,886	2,084,718	1,673,718	2,487,933	3,067,810	3,390,485
Cumulative HB Hosp + MR Billing	894,474	1,850,705	4,258,799	5,781,685	7,866,402	9,540,120	12,028,053	15,095,863	18,486,348
% LBE Monthly	12.6%	8.9%	32.4%	5.6%	29.7%	14.2%	9.5%	3.3%	2.7%
% LBE Total - HB Hosp + MR	12.6%	10.7%	23.0%	18.4%	21.4%	20.1%	17.9%	15.0%	12.7%

Collaborate, Really Collaborate Increase Relatedness Optimize the Whole Tightly Couple Learning with Action Projects as Networks of Commitments



### ATTACHMENT 5 St. Luke's Milestone Completion Notices

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street



RECEIVED

FFB 2 7 2014 CITY & COUINTY OF S.F. PLANNING DEPARTMENT DESK

To: Elizabeth Watty, Assistant Director of Current Planning, City and County of San Francisco
From: Phil Kay, Sutter Health
Date: February 27, 2014
Re: Milestone Completion Notice

As required by Section 4.2.3 of the Development Agreement CPMC shall provide a Milestone Completion notice to the City within thirty days following the completion of each milestone listed in the Schedule and Phasing Plan (Exhibit C), from CPMC's project manager for the construction of the St. Luke's Campus Hospital, which shall, to the best of such individual's knowledge following reasonable due diligence: (i) confirm the completion of the Milestone, (ii) update the construction schedule for each and describe any material changes to the schedule and the reasons therefore, (iii) describe any existing or anticipated material delays in meeting the Milestones that follow, and (iv) confirm CPMC's expectation to satisfy the St. Luke's Campus Hospital Opening Deadline. The completion of the San Jose Avenue project milestone was managed by the Department of Public Works and was satisfied in 2013.

As indicated by the attached acceptance letter from the California Office of Statewide Health Planning and Development (OSHPD), the submittal of Increment 1 to OSHPD occurred on February 3, 2014 and, accordingly, this Milestone is satisfied. Please see updated construction schedule attached. There are no anticipated material delays in meeting future Milestones, assuming continued cooperation with OSHPD.

Very truly yours

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Phil Kay Project Manager Sutter Health

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

#### **SMITHGROUP**

architecture engineering interiors planning



OFFICE OF

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PROJECT NO PROJECT NAME 38412.000 **St Lukes Hospital** DATE SUBJECT OSHPD # H132655-38-0 **FEBRUARY 3, 2014** то **John Chin** ADDRESS: **OSHPD FDD** E-MAIL FOR ARCHITECT 400 R Street, Suite 200 Reaz.Hague@SmithGroupJJR.com Sacramento, CA 95811 TELEPHONE NO. FROM (415) 343-2022 **Reaz Haque, Project Architect** ADDRESS SmithGroup, 301 Battery Street, 7th Floor San Francisco, CA 94111 VIA: Hand Carry WE ARE SENDING YOU: ATTACHED UNDER SEPARATE COVER THE FOLLOWING **Increment 1, Segment 3A: Structural Foundation and Frame** Drawings: 2 copies, full size drawings Structural Calculations: 2 copies 2014 FEB 3 PM 2 Letter of Authorization **Project Application Forms** FACILITIES DEVELOPMENT DIVISION

SMITHGROUPJUR, INC. 301 Battery Street 71H FLOOR SAN FRANCISCO CALIFORNIA 94111 T 415,227,0100 F 415,908,0862



To: Elizabeth Watty, Assistant Director of Current Planning, City and County of San Francisco
From: Phil Kay, Sutter Health
Date: June 9, 2014
Re: Milestone Completion Notice

As required by Section 4.2.3 of the Development Agreement CPMC shall provide a Milestone Completion notice to the City within thirty days following the completion of each milestone listed in the Schedule and Phasing Plan (Exhibit C), from CPMC's project manager for the construction of the St. Luke's Campus Hospital, which shall, to the best of such individual's knowledge following reasonable due diligence: (i) confirm the completion of the Milestone, (ii) update the construction schedule for each and describe any material changes to the schedule and the reasons therefore, (iii) describe any existing or anticipated material delays in meeting the Milestones that follow, and (iv) confirm CPMC's expectation to satisfy the St. Luke's Campus Hospital Opening Deadline. The completion of the San Jose Avenue City Project milestone was managed by the Department of Public Works and was satisfied in 2013 and the submittal of Increment 1 to OSHPD by Sutter/CPMC occurred on February 3, 2014.

The attached Department of Public Works permit issuance occurred on May 2, 2014 and the San Jose Avenue CPMC Project began on May 5<sup>th</sup>, accordingly, this Milestone is satisfied. Please see attached construction schedule. There are no anticipated material delays in meeting future Milestones, assuming continued cooperation with OSHPD and the City and County of San Francisco.

Very truly yours,

Phil Kay Project Manager Sutter Health

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

Sutter Health CPMC Replacem	ent Hospital	at the St. Lu	ike's Campus	- Constructio	on Schedule		
2/14/14	2014	2015	2016	2017	2018	2019	2020
Hospital							
Temporary & Permanent Power Underground Infrastructure							
Water Line Relocation & Other Make Ready Work							
Structure / Exterior							
Interiors							
Training, stocking and licensing							



To: Elizabeth Watty, Assistant Director of Current Planning, City and County of San Francisco From: Phil Kay, Sutter Health Date: November 7, 2014 **Re:** Milestone Completion Notice

As required by Section 4.2.3 of the Development Agreement CPMC shall provide a Milestone Completion notice to the City within thirty days following the completion of each milestone listed in the Schedule and Phasing Plan (Exhibit C), from CPMC's project manager for the construction of the St. Luke's Campus Hospital, which shall, to the best of such individual's knowledge following reasonable due diligence: (i) confirm the completion of the Milestone, (ii) update the construction schedule for each and describe any material changes to the schedule and the reasons therefore, (iii) describe any existing or anticipated material delays in meeting the Milestones that follow, and (iv) confirm CPMC's expectation to satisfy the St. Luke's Campus Hospital Opening Deadline.

As indicated by the attached acceptance letter from the California Office of Statewide Health Planning and Development (OSHPD), the approval of the Foundation Shoring permit occurred on August 5, 2014 and, accordingly, this Milestone is satisfied. The increment numbering system for this project was revised by OSHPD subsequent to the execution of the Development Agreement.

In addition, the project site was occupied by the General Contractor on October 9th to facilitate invasive soil testing and the shoring work began on October 21st, 2014 (see attached permit approval).

We do not have any updates to the construction schedule and do no anticipate material delays in meeting future Milestones at this time, assuming continued cooperation with OSHPD. We confirm that we expect to satisfy the St. Luke's Campus Hospital Opening Deadline.

Muri

Phil Kay Project Manager Sutter Health

California Campus 3700 California Street **Davies Campus** Castro & Duboce Streets

Pacific Campus 2333 Buchanan Street

St. Luke's Campus 3555 Cesar Chavez Street

Office of Statewide Health Planning and Development

Edmund G. Brown Jr., Governor



Facilities Development Division 400 R Street, Suite 200 Sacramento, CA 95811 Phone: (916) 440-8300 Fax: (916) 324-9188 www.oshpd.ca.gov/fdd

August 5, 2014

Stephen Peppler - C10625 SMITH GROUP 301 Battery Street, 7th Floor San Francisco, CA 94111

Facility: California Pacific Medical Center-St. Lukes Hospital - 18188 3555 Cesar Chavez Street San Francisco, CA 94110 Project #: I140001-38-04 Building Permit #: I140001-38-04-BPT01

Project Title: Increment 4, Foundation Shoring, Replacement Hospital at St. Luke's Campus

Enclosed is the Building Permit application package for this project. (The Building Permit application package includes the Application for Building Permit, the approved Application for Inspector of Record, and the approved Testing, Inspection and Observation (TIO) Program for the project listed above.) The Building Permit has been issued with comments on the plans and/or specifications. Before construction is completed, OSHPD Facilities Development Division (FDD) will back check the comments either in the field or at the OSHPD office. FDD will require compliance with the comments before construction pertaining to the comments may begin.

Please post the Building Permit at the project site and maintain a complete set of the stamped, approved construction documents on-site at all times.

The **OSH-FD-801** Notice of Start of Construction form must be submitted to the Office prior to beginning construction. The completed form must show the construction start date and include the name and address of the contractor, the contract price, and the date on which the contract was given.

Construction, in accordance with the approved construction documents, must commence by 06/30/2015 or this permit will be voided unless an extension has been requested and approved prior to this date.

All correspondence submitted to this Office must be identified by the OSHPD project number: 1140001-38-04.

Verified Compliance Reports must be submitted to the Office in accordance with California Code of Regulations (CCR), Title 24.



August 5, 2014 Stephen Peppler Project #: I140001-38-04 Building Permit #: I140001-38-04-BPT01 Page 2

☑ TIO Program is **APPROVED WITH COMMENTS**:

The identities of firms or individuals performing required tests shall be submitted to the OSHPD Compliance Officer prior to performance of the work.

The identities of individuals performing required special inspections shall be submitted to the OSHPD Compliance Officer prior to performance of the work.

Samples of tests and inspection reports shall be submitted to the OSHPD Compliance Officer prior to performance of the work.

If there are any questions, please contact me at (916) 440-8409 or by email at duane.borba@oshpd.ca.gov.

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Duane F. Borba, P.E. Regional Compliance Officer

Enclosures

cc: Licensing & Certification Facility Representative Project File IOR



### ATTACHMENT 6 Transportation Demand Management

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street



#### **CPMC Transportation Program**

CPMC has certain survey and other obligations in connection with the enhanced Transportation Demand Management (TDM) Plan. These obligations commence in 2015. The existing elements of the TDM program that continue to be implemented by CPMC include employee, visitor and patient parking management, transit subsidies, pre-tax commute benefit program, carpool, carshare, bicycle, emergency ride and courtesy ride home programs.

Below is a summary of how CPMC has begun working in 2015 on the following:

Transportation	• CPMC hired a full-time, experienced TDM manager in April 2015.
Demand Management (TDM)	• Mandatory employee and physician commute baseline transportation surveys starting in July to gauge commute patterns, behavior and to provide benchmarks.
	<ul> <li>Collaborate with HR and Communications to create and launch an educational TDM outreach program utilizing new employee orientation, intranet updates, e-newsletters, campus posters and campus wide commute expos (Sept-Dec.). Educational outreach to include:         <ul> <li>-CPMC mycommute branding</li> <li>-Pre-tax commute benefit that we offer through WageWorks</li> </ul> </li> </ul>
	-San Francisco Emergency Ride Home (ERH) Program -BART Shuttles and BART Service Schedules -Carpool formation assistance with free preferential parking -Personalized commuting assistance
	<ul> <li>Review and scope of current CPMC shuttle program operation         <ul> <li>Operation efficiencies, service standards and expansion to             meet the increasing ridership demand especially from BART             stations             <li>Improve CPMC shuttle stop signage in designated campus             white zones</li> </li></ul> </li> </ul>
	<ul> <li>-Increase fleet size with 2 additional 25 passenger buses</li> <li>-Cost assessment of purchasing alternative fuel vehicles</li> <li>-Rebranding shuttles</li> </ul>
	<ul> <li>TDM assessments at each campus started in April of 2015         <ul> <li>-Carpool designated parking and signage</li> <li>-Zipcar and City Carshare locations and utilization</li> <li>-Bike racks and safe riding/parking signage</li> <li>-Dedicated TDM information bulletin boards</li> </ul> </li> </ul>

California Campus 3700 California Street Davies Campus Castro & Duboce Streets Pacific Campus 2333 Buchanan Street St. Luke's Campus 3555 Cesar Chavez Street

CAMPUS	ON-SITE PARKING SPACES	EMPLOYEES REGISTERED CARPOOL	BIKE PARKING SPOTS
РАС	477	2	30
CAL	526	22	34
DAV	431	1	38
STL	212	3	12
VISITORS PARKING RATE		\$ 5.00	PER HOUR (w/increment of \$2 per 1/2 hr) U to a maximum of \$30.00 per day
PATIENT PARKING RATE		\$ 12.00	FLAT RATE - ALL DAY (Requires coupon issued by Department)
EMPLOYEE DAILY RATE		\$ 20.00	FLAT RATE - ALL DAY
EMPLOYEE MONTHLY RATE	I	\$ 120.00	MONTHLY

The percentage of employees who participate in the commuter benefits program is approx. 7% (450 employees)

CAMPUS	OFF-SITE PARKING LOCATION	OFF-SITE CONTRACTED SPACES	EMPLOYEES WIT PARKING SPOT
PAC	Japan Center 1610 Geary Boulevard San Francisco 94114	400	379
CAL	<b>Geary Mall Garage</b> 5200 Geary Blvd. San Francisco 94114	80	53
F	777 Harrison St. San Francisco 94107	8	8
O L	<b>350 2nd Street</b> San Francisco 94107	9	9
s O	<b>75 Hawthorne St.</b> San Francisco 94105	6	6
М	<b>24 Hrs Fitness</b> San Francisco 94107	6	6
1825 Sac	Staples Garage San Francisco 94109	50	47
DAV	No current employee parking leases	N/A	N/A
STL	No current employee parking leases	N/A	N/A
1375 Sutter	No current employee parking leases	N/A	N/A



ASCANIO PIOMELLI Professor of Law Director, Community Economic Development Clinic

UC HASTINGS COLLEGE OF THE LAW COMMUNITY JUSTICE CLINICS

100 McAllister Street, Suite 300 San Francisco, CA 94102 <u>piomelli@uchastings.edu</u> Direct line: (415) 581-8925

July 23, 2015

**By Electronic Submission to** Elizabeth.Watty@sfgov.org Elizabeth Watty, Assistant Director of Current Planning 1650 Mission Street, Suite 400 San Francisco, CA 94103

#### Re: Comments of San Franciscans for Healthcare, Housing, Jobs & Justice on Sutter-CPMC's 2014 Compliance Statement

Dear Ms. Watty:

On behalf of San Franciscans for Healthcare, Housing, Jobs & Justice ("SFHHJJ" or "the Coalition"), I submit these comments on Sutter-CPMC's 2014 Compliance Statement Development Agreement ("DA").

San Franciscans for Healthcare, Housing, Jobs & Justice<sup>1</sup> is a community-labor coalition that has worked to ensure that Sutter-CPMC's reconfiguration of its San Francisco campuses serves the interests of patients, workers, neighboring communities, and the City as a whole. Although not a party to the DA signed by the City and Sutter-CPMC, the Coalition played a key role in shaping its outline and garnering support on the Board of Supervisors for the community benefits package incorporated in it. The Coalition has closely monitored the City's and Sutter-CPMC's implementation of the DA, submitting written comments and public testimony at each opportunity in the compliance review process.<sup>2</sup>

SFHHJJ is specifically listed in the DA (in Section 8.2.2) as an organization interested in Sutter-CPMC's performance under the Agreement. As such, the Planning Department is

<sup>1</sup> SFHHJJ is a coalition of coalitions. It is comprised of the Coalition for Health Planning-San Francisco, the Good Neighbors Coalition, and Jobs with Justice (itself a community-labor coalition). These coalitions have more than fifty unduplicated organizational members. Active members of SFHHJJ's coordinating committee and DA implementation monitoring committees include: Alliance of Californians for Community Empowerment, Bernal Heights Neighborhood Center, California Nurses Association/National Nurses United, Cathedral Hill Neighbors Association, Chinese for Affirmative Action, Communities United for Health and Justice, Community Housing Partnership, Council of Community Housing Organizations, Jobs with Justice, National Union of Healthcare Workers, South of Market Community Action Network, and Tenderloin Neighborhood Development Corporation.

<sup>2</sup> See Comments of SFHHJJ on CPMC 2013 Compliance Statement, July 2, 2014; Response of SFHHJJ to City Report on CPMC 2013 Compliance, Nov. 24, 2104; SFHHJJ Letter to Board of Supervisors' Public Safety & Neighborhood Services Committee, May 15, 2015.

required to directly notify SFHHJJ of the posting of compliance statements and of any public hearings before the Planning Commission pertaining to the Agreement. In July 2014, the Coalition informed the Planning Department that such notices should be emailed to the Coalition (at <u>cpmc@jwjsf.org</u>) and to me (at <u>piomelli@uchastings.edu</u>).<sup>3</sup> Despite this request and mandate in the DA, the Planning Department failed to send notice of Sutter-CPMC's 2014 Compliance Statement to the Coalition's email address or to me until after I inquired on June 24, 2015, as to when public comments would be due.

With regards to the substance of the Compliance Statement, the Coalition notes Sutter-CPMC's continuing failure in 2014 to meet important healthcare, employment, and transportation targets and obligations. Striking is Sutter-CPMC's failure to fully address and explain its behavior in areas specifically identified as areas of concern, not only the Coalition, but by the Health and Planning Commissioners, the Public Health and Planning Directors,<sup>4</sup> and Third Party Monitor Louis Giraudo.<sup>5</sup>

#### A. Healthcare

#### 1. Failure to Meet Baseline Unduplicated Patient Commitment.

One of the most fundamental provisions of the DA is the requirement that Sutter-CPMC serve its fair share of Medi-Cal and Charity Care patients. The "baseline" below which Sutter-CPMC is not to fall is the average number of such patients it served from 2009-11 or from 2010-12. The commitment is that Sutter-CPMC, which has been far from a leader in providing charity care in San Francisco, will not offer even less such care that it had in the years before the DA.

The Compliance Report confirms that, as had been publicly intimated, Sutter-CPMC did in fact provide care to substantially fewer Medi-Cal and Charity Care patients in 2014 than it had previously averaged. Sutter-CPMC fell 1,849 patients short of its baseline obligation to serve 30,445 unduplicated patients. (In February 2015, the Public Health and Planning Directors indicated that Sutter-CPMC anticipated a shortfall of 1,000 to 1,500 patients for calendar year 2014.<sup>6</sup>)

Sutter-CPMC's failure to explain in any detail its significant underperformance on this critical healthcare commitment is telling. The Compliance Statement devotes only a single paragraph to the unduplicated patient commitment. Sutter-CPMC's entire explanation for its substantial shortfall in meeting this obligation is contained in the following 36 words:

<sup>&</sup>lt;sup>3</sup> Comments of SFHHJJ on CPMC 2013 Compliance Statement, July 2, 2014, p. 2, fn. 2.

<sup>&</sup>lt;sup>4</sup> See Directors of Planning and Public Health, 2013 Certificate of Compliance, Feb. 9, 2015 [hereafter 2013 Certificate of Compliance].

<sup>&</sup>lt;sup>5</sup> See Letter of Louis Giraudo to Board of Supervisors re Annual Compliance Findings for CPMC Development Agreement, May 1, 2015.

<sup>&</sup>lt;sup>6</sup> 2013 Certificate of Compliance, p. 2.

a variety of factors (The Affordable Care Act and others) had a significant impact on the Uninsured and Medi-Cal populations' access to care in San Francisco during 2014 and contributed to CPMC's deficit of unduplicated lives."<sup>7</sup>

Sutter-CPMC's characterizing the Affordable Care Act (ACA) as an unanticipated factor strains credulity, given that the Act was passed three years before the signing of the DA. Sutter-CPMC says nothing about what factors other than the ACA contributed to the situation. Nor does Sutter discuss any outreach or other steps it took to respond to and counter those factors. Nor does it mention any efforts to include the Department of Public Health in a response. Framing the issue in the passive voice, Sutter-CPMC unpersuasively attempts to mask its responsibility as a central actor with a legal and ethical commitment to provide care to Medi-Cal, under-insured, and uninsured San Franciscans.

Sutter-CPMC simply notes, correctly, that the DA allows for the baseline commitment to be satisfied on a two-year rolling average basis, so that 2014's shortfall can be erased by serving an "excess" number of unduplicated patients in 2015. (Sutter-CPMC does not note that the allowable "excess" in 2013 of 442 patients served was not sufficient to overcome 2014's shortfall of 1,849.) Sutter-CPMC concludes by assuring that it "will work to satisfy the Unduplicated Patient Commitment through the 2 year rolling average during years 2014 and 2015." Even though the DA allows compliance to be assessed based on a two-year rolling average, any annual shortfall is cause for concern – especially of this magnitude.

The public – especially low-income, uninsured and underinsured San Franciscans – is entitled to more than a facile statement that Sutter-CPMC will try to do better. *The Coalition expects a far more detailed explanation of why Sutter-CPMC failed to serve its established fair share of low-income San Franciscans and what specific steps Sutter-CPMC is taking to ensure that it serves at least 32, 294 unduplicated patients in 2015 (i.e. 1,849 more than the baseline).* Given that Sutter-CPMC chose not to provide that explanation and plan in its Compliance Statement, *the Coalition expects the upcoming City Report to both include and comment on Sutter-CPMC's detailed explanation and remediation plan.* 

### 2. Failure to Address Culturally and Linguistically Appropriate Services at St. Luke's Diabetes Center

Another striking omission from Sutter-CPMC's Compliance Statement is any discussion of the St. Luke's Diabetes Center in the section on its obligation to provide culturally and linguistically accessible services. The Coalition, the 2013 City Report, Health Commissioners at the December 2014 joint hearing with the Planning Commissioners, the Director of Health in the Certificate of Compliance, and Third Party Monitor Giraudo in his May 2015 letter all expressed serious concern at Sutter-CPMC's elimination in 2014 of

<sup>&</sup>lt;sup>7</sup> Sutter-CPMC, 2014 Compliance Statement, June 1, 2015, Attachment 1 (Healthcare Compliance Report), page 1.

Spanish-speaking bilingual/bicultural staff at the St. Luke's Diabetes Center, which has historically served a large, monolingual, Spanish-speaking population.

Sutter-CPMC's entire discussion of Culturally and Linguistically Appropriate Services (CLAS) is couched at the hospital-wide level and focuses on its having established *policies* proclaiming a commitment to meet CLAS standards. Sutter-CPMC completely ignores the question of whether its actions at the Diabetes Center constitute, as the Director of Health aptly put it in the 2013 Certificate of Compliance, a "diminution of access."<sup>8</sup>

The Coalition strongly supports the Health Director's plan to initiate a peer review to assess CLAS compliance both at a hospital-wide level and specifically focusing on the services being delivered at the St. Luke's Hospital Diabetes Center. Written policies and statements of aspirations cannot substitute for the actual and continued provision of culturally and linguistically accessible services – and significant diminutions in appropriate service cannot be deemed compliance. The underlying aim running throughout the healthcare provisions of the DA is to ensure that Sutter-CPMC at least maintain the level and quality of healthcare it has historically provided to the most vulnerable and ethnically diverse San Franciscans. A thorough examination of the Diabetes Center is therefore necessary to assess whether the changes there have impacted the services received by patients or the number or mix of patients continuing to seek service there. It is a strong indicator of CPMC's credibility in its professed commitment to providing culturally and linguistically appropriate services throughout its hospital network.

At the hearing in May 2015 before the Public Safety and Neighborhood Services Committee of the Board of Supervisors, Dr. Browner announced that instead of cooperating with a peer review to be conducted by the Department of Public Health, Sutter-CPMC would engage a consultant of its own choosing to review its CLAS efforts and compliance. Naively, the Coalition had anticipated that in this Compliance Statement, Sutter-CPMC would more expansively describe the self-review in which it intends to engage.

Again, the Coalition expects the upcoming City Report on CPMC compliance to provide far more information on the scope of Sutter-CPMC's self-study, the Department's independent assessment of any such study, and its assessment (or plan to assess) the actual provision of services at the St. Luke's Diabetes Center. The Coalition urges the Public Health Department to engage in an on-site peer review that seeks and receives sufficient information to assess whether the Diabetes Center complies not simply with federal CLAS standards but with best practices and to document the impact of CPMC's 2014 changes on the patient population.

#### 3. Failure to Engage in Public Dialogue on the Service Mix at Sutter-CPMC Hospitals

The issues at the St. Luke's diabetes clinic are one manifestation of a broader issue: **the appropriateness of services at Sutter-CPMC facilities and its responsiveness to community health needs.** A central aim of the DA was to ensure that Sutter-CPMC
serves not only the needs of the affluent and well-insured, but that it meets the health care needs of all San Franciscans.

The Coalition knows that Sutter-CPMC gathered a committee of individuals it selected – which included two members of the Coalition – to plan for "an update meeting with a group of invited community stakeholders." It appears that at this meeting to occur in the next months, Sutter-CPMC intends to reveal to attendees, perhaps now including uninvited participants too, its plans for services at the new St. Luke's hospital.

Rather than a one-time unveiling of Sutter-CPMC's already-set plans for services, **the Coalition urges the City to encourage and insist that Sutter-CPMC engage in an ongoing process of public dialogue and consultation – with community groups, DPH staff, healthcare workers, nurses, and doctors – to establish a service mix at both new hospitals that meets the city's full range of health needs, including the needs of the hospitals' neighboring communities and historic patient bases.** 

Sutter-CPMC's Compliance Statement continues to put off any discussion of the service mix at St. Luke's, characterizing its obligations as only commencing on the opening of the new hospital. Rather than waiting for the year after the opening of the new hospital to read Sutter-CPMC's self-assessment of whether it provided an appropriate service mix, DPH and City officials must push Sutter-CPMC to engage in a public dialogue that leads to an appropriate service mix that meets the needs of City as a whole, as well as of the neighborhoods that have long relied on St. Luke's for care.

# 4. Failure to Discuss Mechanism for Serving Medi-Cal Managed Care Beneficiaries in the Tenderloin

As the Coalition has long reminded, a critical provision of the DA requires Sutter-CPMC to provide hospital care and associated specialty care to 1,500 Tenderloin residents in the Medi-Cal Managed Care program.<sup>9</sup> The prerequisite for Sutter-CPMC's obligation, however, is that *a management services organization (MSO)* – essentially a mechanism that enables primary care physicians located in the Tenderloin or serving Tenderloin residents to refer patients to Sutter-CPMC-based specialists and/or admit them to Sutter-CPMC hospitals – *must be created or identified by the Department of Public Health (DPH) before the end of this calendar year, i.e., by December 31, 2015.* 

If such a referral network or MSO is created or identified by DPH by the end of 2015, Sutter-CPMC is obligated to contract with it to serve up to 1,500 Tenderloin residents – on top of the 5,400 citywide Medi-Cal beneficiaries that other provisions of the DA require Sutter-CPMC to serve.<sup>10</sup> If DPH fails, however, to identify a Tenderloin-serving MSO by December 31, 2015, Sutter-CPMC is relieved of any obligation to serve 1,500 Tenderloin Medi-Cal beneficiaries.

<sup>&</sup>lt;sup>9</sup> Development Agreement Relating to the Construction and Reconstruction of Healthcare Facilities in Furtherance of the CPMC Long Range Development Plan [hereafter DA], Exhibit F, section 2(f). <sup>10</sup> DA, Exhibit F, section 2(b).

At the May 22, 2015, hearing before the Public Safety and Neighborhood Services Committee of the Board of Supervisors, Dr. Browner announced that St. Anthony's Medical Clinic, located in the Tenderloin, and North East Medical Services ("NEMS"), an MSO that currently has a contract with CPMC, had reached an agreement that would enable Sutter-CPMC to provide hospital and specialty care for up to 1,500 Tenderloin residents. In a subsequent conversation with DPH staff, the Coalition learned that, in fact, St. Anthony's and NEMS had not yet finalized their contractual agreement. It is also troubling that DPH staff did not learn until the day of the hearing that St. Anthony's and NEMS had reached a tentative agreement, which is starkly at odds with the role the DA calls for DPH to play.

Sutter-CPMC's Compliance Statement's only discussion of this issue simply states that it "is in discussions around how to serve [1,500] Tenderloin patients given the lack of an additional MSO with a primary care base in the Tenderloin."

The Coalition expects the City Report to contain a far more complete discussion of this issue. The Coalition continues to urge DPH not simply to monitor the issue, but to see it through to prompt resolution – and to initiate public outreach to Tenderloin residents to inform them of the outcome and their options for receiving hospital and specialty care at Sutter-CPMC or San Francisco General Hospital.

# B. Employment: Entry-Level Operations Hiring

Sutter-CPMC's performance over the first year and half of the DA in hiring economically disadvantaged workers referred by the City's first Source Hiring program was atrocious. Entry-level operations hiring too was an area identified repeatedly by the Coalition, the City Report, the Planning Director, and Third Party Monitor Giraudo as requiring concerted attention and improvement.

The 2014 compliance report goes to some length to avoid straightforwardly stating that in calendar year 2014 it filled only 22% of its entry-level hires (only 18 hires for 81 positions) with system-referred candidates, woefully short of the DA's 40% hiring target. Nor does it remind readers that in calendar year 2013, Sutter-CPMC filled 0% – not a single one – of its openings with system-referred candidates.

The Coalition is heartened that after a horrible first year and half and much public prodding, Sutter-CPMC appears in 2015 to finally have begun to fill its entry-level operations positions with a significant number and proportion of system-referred candidates. As detailed in the following two tables<sup>11</sup> on the next page, strong hiring months in February, March, and May of this year have finally brought entry-level

<sup>&</sup>lt;sup>11</sup> Sutter-CPMC's presentation of the data on its entry-level operations hiring obligation in its 2014 compliance statement reports on a calendar year basis, even though the DA measures by hiring years that run from August through July. Sutter-CPMC's numbers do not appear to match exactly the monthly reports that OEWD verifies and compiles. The following presentation is based, therefore, on OEWD reports of hiring through May 30, 2015.

operations hiring for the second hiring year (August 2014 through July 2015) to 38% – close to the 40% target contained in the DA. Even with this recent improvement, a substantial hiring deficit (of 15 required additional hires) still remains.

Entry-Level Operations Hires by Hiring Year (through May 2015)					
Year	System Hires	Total Hires	Cumulative Hiring Deficit*		
Hiring Year 1 [Aug '13 – Jul '14]	6 13%	47	13		
Hiring Year 2 YTD [Aug '14 – May '15]	53 38%	138	15		

Sources:

• City Report on CPMC 2013 Compliance with Development Agreement

• May 2015 CPMC Monthly Compliance Report to OEWD

\* Cumulative hiring deficit is sum of annual hiring shortfalls from 40% hiring target.

Entry-Level Operations Hires by Month(s) of Second Hiring Year to Date(through May 2015)						
Month(s)	System Hires	Total Hires	System Hire % for month(s)	Cumulative System Hire % over full DA		
First 6 months [August '14 – January '15]	15	71	21%	18%		
February 2015	11	14	79%	24%		
March 2015	6	8	75%	27%		
April 2015	7	19	37%	28%		
May 2015	14	26	54%	32%		

• January 2015, February 2015, March 2015, April 2015, and May 2015 CPMC Monthly Compliance Reports to OEWD

As documented in the tables on the following page, even as entry-level operations hiring has improved, several target neighborhoods – particularly the Tenderloin, SoMa, and Chinatown – have not been included in the upswing. *The Coalition expects the City and Sutter-CPMC to devote attention to seeing to it that applicants from all of the DA's target neighborhoods are being served and entering the workforce*.

Entry-Level Operations Finder Neighborhood	Hiring Year 1	Hiring Year 2 YTD
Outer Mission/Excelsior	2	10
Bayview	1	10
Western Addition	1	5
Mission	0	4
Tenderloin	0	3
Visitacion Valley	0	3
Chinatown	0	2
SoMa	1	1
Richmond	0	5
Sunset	0	3
Potrero Hill	0	2
West Portal	0	2
Outer Sunset	0	1
Nob Hill	0	2
Mission Bay	0	1
Parkside	1	0
Hires from Target Neighborhoods	5	38
Total First Source Hires	6	53
Sources:		·

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City Report on CPMC 2013 Compliance with Development Agreement ٠

May 2015 CPMC Monthly Compliance Report to OEWD •

Grey cell denotes a neighborhood that is not a targeted neighborhood identified in DA.

Entry-Level Operations <u>Referrals</u> by Neighborhood						
for Second Hiring Year (Aug 2014 - May 2015 YTD)						
Neighborhood	<b>First Source Hires</b>	First Source Referrals				
Bayview [94124]	10	73				
Outer Mission/Excelsior [94112]	10	66				
Visitacion Valley [94134]	3	48				
Western Addition [94115, 94117]	5	39				
Mission [94110]	4	33				
SoMa [94103]	1	21				
Chinatown [94108, 94133]	2	23				
Tenderloin [94102]	3	24				
Targeted Neighborhoods	38	327				
Overall*	53	506				
Source: May 2015 CPMC Monthly Compliance Report to OEWD.						

Note: OEWD revised its referral data in April 2015 to remove duplicate applicants. \*Overall numbers include hires and referrals from non-targeted neighborhoods The Coalition is also pleased to see in the Compliance Statement that Sutter-CPMC is tracking the retention rate of its First Source hires. Retention information is critical to assessing the program's lasting impact. *The Coalition encourages Sutter-CPMC and the City to include retention data in all future monthly reports compiled on entry-level hiring.* 

## C. Transportation – Continuing Failure to Institute the Public Transit Subsidy Program for Sutter-CPMC Employees Required by the DA

Sutter-CPMC continues to ignore the DA's express requirement in subsection 8.c. of Exhibit K of the DA that it "*shall* share the cost equally" of a Clipper Card with all its employees to subsidize their public transit use (up to half the value of an adult monthly Muni Fast Pass).<sup>12</sup> Despite the clear language of the DA requiring Sutter-CPMC to encourage employees at all its campuses to use public transit by paying half the cost of their Muni Fast Pass, City officials to date have acquiesced to Sutter-CPMC's stated intent to wait *five years* – half the duration of the DA – to implement the program.<sup>13</sup>

<u>Clipper Cards</u>.

a. CPMC shall set up a master account for all employees with the Clipper Card Program or similar/successor electronic debit and transfer mechanism.

b. CPMC shall encourage all employees (new and existing) to enroll and purchase a Clipper Card as a part of its Transportation Demand Management (TDM) plan. As part of its normal TDM activities, CPMC shall promote the use of the subsidy described in Section 8.c below by (1) including this subsidy information in new hire packets and orientation, in transportation services newsletters, on a TDM communication board in each Campus cafeteria, and on the TDM page on CPMC's intranet, (2) promoting the subsidy at the annual transportation fairs held at each Campus, and (3) undertaking additional outreach as necessary to drive up adoption and achieve the SOV reduction goals.

c. **CPMC shall share the cost equally between employer and employee of a monthly Fast Pass or Clipper Card** (or any successor transit card issued or approved by SFMTA) **that an employee buys through CPMC's automatic payroll deduction program, up to the value of an adult Fast Pass (currently \$64), as such amount changes from time to time.** CPMC shall have no responsibility to contribute to or to share the costs of a Clipper Card (or other successor transit card) to the extent such costs exceed the value of a Fast Pass.

d. CPMC shall make good faith efforts to include an "opt-out" provision for Clipper Cards in future labor contracts.

(Emphasis added.)

<sup>&</sup>lt;sup>12</sup> The full text of Section 8 of Exhibit K of the DA, which outlines the transit subsidy obligation in subsection 8.c., provides:

<sup>&</sup>lt;sup>13</sup> See Annual City Report on CPMC Long Range Development Plan Development Agreement, August 10, 2013 Effective Date – June 30, 2014 ("2013 City Report"), pp. 61, 69-70.

*The Coalition requests that the upcoming City Report include a written legal analysis by the City Attorney directly responding to the Coalition's reading of Section 8 of Exhibit K of the DA.* Despite the Coalition's submission of extensive written legal analysis of that section in its July 2014 public comments<sup>14</sup> and its response to the 2013 City Report's interpretation of it,<sup>15</sup> *no representative of the City Attorney has responded in writing nor appeared at any of the public hearings on the DA before the Planning and Public Health Commissioners or the Board of Supervisors.* Nor was a Deputy City Attorney identified as an author of the 2013 City Report's analysis of the transportation provisions, which identified Transportation Planner Carli Payne of the SFMTA as the responsible staff person.

SFMTA's proffered interpretation – that Sutter-CPMC's Transportation Demand Management Plan ("TDM Plan"), completed three months before the DA was signed and containing a similar transit subsidy program to be implemented in two to five years, should somehow trump the explicit language of the DA (in Exhibit K, subsection 8.c.) – lacks legal merit. As section 8.2.2 of the DA articulates, the TDM plan and the Clipper Card transit subsidy program are two separate community commitments, each of which are to be addressed in each City Report. Because the DA at several instances explicitly states alternate start dates for obligations, but Section 8 of Exhibit K does not, the Clipper Card transit subsidy requirement should have begun on the effective date of the DA in August 2013.

This letter will not rehash the Coalition's entire exposition of its reasoning, which is detailed at pages 9-12 of its November 24, 2014, written response to the City Report and at pages 8-10 of the Coalition's recent letter of May 14, 2015, to the Board of Supervisors' Public Safety and Neighborhood Services Committee. The Coalition attaches those letters to and incorporates those discussions into this public comment.

*The Coalition continues to insist that Sutter-CPMC must implement the Clipper Card public transit subsidy program forthwith and compensate for the time (now 23 months) the subsidy has been withheld.* The Coalition suggests the delay be remedied by providing a 100% subsidy for an equivalent number of months and then returning the subsidy to 50% once those unpaid months of subsidy have been made up.

<sup>&</sup>lt;sup>14</sup> See Comments of SFHHJJ on CPMC 2013 Compliance Statement, July 2, 2014, pp. 6-9.

<sup>&</sup>lt;sup>15</sup> See SFHHJJ Response to City Report on Sutter-CPMC's 2013 Compliance, Nov. 24, 2014, pp. 9-12.

#### Conclusion

Throughout calendar year 2014, Sutter-CPMC continued to fail to meet important healthcare, employment, and transportation targets or requirements of the DA. Sutter-CPMC's compliance report ignores or gives short shrift to most of these issues. The Coalition hopes and expects that the upcoming City Report will fully address the issues the Coalition has identified above.

Respectfully submitted on behalf of the Coalition,

Ascanio Piomelli

**Attorney for San Franciscans for Healthcare, Housing, Jobs & Justice** Director, UC Hastings Community Economic Development Clinic



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November 24, 2015

By Hand Delivery and Electronic Submission to planning@rodneyfong.com, jonas.ionin@sfgov.org, and Commissions.Secretary@sfgov.org Mr. Rodney Fong, President Mr. Jonas P. Ionin, Secretary San Francisco Planning Commission 1660 Mission Street, Suite 400 San Francisco, CA 94103-2479

## Re: December 3, 2015, Joint Hearing of Planning and Health Commissions: Response of San Franciscans for Healthcare, Housing, Jobs & Justice to City Report on Sutter-CPMC's 2014 Compliance Statement

Dear President Fong and Commission Secretary Ionin:

On behalf of San Franciscans for Healthcare, Housing, Jobs & Justice ("SFHHJJ" or "the Coalition"), I submit these comments on the City Report on Sutter-CPMC's 2014 Compliance Statement regarding the Development Agreement ("DA"). **The Coalition requests that this response (along with its attached comments on CPMC's 2014 Compliance Statement) be included in the hearing packet** to be distributed to the Planning and Health Commissioners and entered into the record for the December 3, 2015, joint hearing of the Planning and Health Commissioners on Sutter-CPMC's 2014 compliance.

San Franciscans for Healthcare, Housing, Jobs & Justice is a community-labor coalition that has worked to ensure that Sutter-CPMC's reconfiguration of its San Francisco campuses serves the interests of patients, workers, neighboring communities, and the City as a whole. Although not a party to the DA signed by the City and Sutter-CPMC, the Coalition played a key role in shaping its outline and garnering support on the Board of Supervisors for the community benefits package incorporated in it. The Coalition has closely monitored the City's and Sutter-CPMC's implementation of the DA, submitting written comments and public testimony at each opportunity in the compliance review process.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> See Comments of SFHHJJ on CPMC 2013 Compliance Statement, July 2, 2014; Response of SFHHJJ to City Report on CPMC 2013 Compliance, Nov. 24, 2104; SFHHJJ Letter to Board of Supervisors' Public Safety & Neighborhood Services Committee, May 15, 2015; Comments of SFHHJJ on CPMC 2014 Compliance Statement, July 23, 2015.

As it will elaborate, if granted time to make a public presentation to the Planning and Health Commissioners at the joint hearing on December 3rd,<sup>2</sup> the Coalition has strong substantive and procedural concerns with the City Report.

Procedurally, the Coalition is deeply troubled by

- the extensive delay in its preparation the DA provides that the City Report should have been completed 45 days after the close of public comments (which would have meant by September 10<sup>th</sup>), but it was instead completed and posted 99 days after the close of comments, *i.e.*, 54 days late, on November 3<sup>rd</sup>;
- the **short response time it has left** (providing 30 days to digest and respond, rather than the 60 days required by Section 8.2.2 of the DA); and
- its stark failure to adequately address the issues the Coalition identified four months ago in its comments on CPMC's 2014 Compliance Statement.<sup>3</sup>

This year's City Report is a significant step back from last year's, which was completed on time, responded to issues identified by the Coalition (not simply in the table format, but also in an extended narrative), and did so a full 60 days before the joint hearing before the Planning and Health Commissions. Despite the Coalition's track record in identifying the issues subsequently addressed in the Planning and Health Directors' finding letter and in third party monitor Lou Giraudo's letter to the Board of Supervisors, this year's City Report chose not to engage in the dialogue the Coalition has sought to foster.

Substantively, **the City Report does not adequately address five key healthcare and transportation issues that the Coalition identified in its comments** on CPMC's 2014 Compliance Statement. The following summary should be read in conjunction with the Coalition's attached comments made in July on CPMC's 2014 Compliance Statement.

1. Inadequate exploration of the causes of and remedies for **Sutter-CPMC's failure to meet its fundamental baseline commitment to serve its fair share of Medi-Cal and charity care patients.** The Coalition shared in its July comments that it expected:

## a far more detailed explanation of why Sutter-CPMC failed to serve its established fair share of low-income San Franciscans and what specific

<sup>&</sup>lt;sup>2</sup> The Coalition requested, on November 15th and again on November 20th, a 20-minute block of time to present its position at the joint public hearing. As of the time of filing this Response, the Planning Commission has yet to respond to the request.

<sup>&</sup>lt;sup>3</sup> Section 8.2.2 of the DA provides that notices of all public hearings before the Planning Commission regarding the DA "shall be sent not less than sixty (60) days before the date of the public hearing." It also provides that the Planning Director and the Director of DPH shall "promptly schedule a duly-noticed public hearing in front of their respective Commissions to review the Compliance Statement *and City Report*." (Emphasis added) The extended delay in publishing the City Report means that rather than having at least 60 days to review the Report, the Coalition has had 30 days.

steps Sutter-CPMC is taking to ensure that it serves at least 32, 294 unduplicated patients in 2015 (i.e. 1,849 more than the baseline). Given that Sutter-CPMC chose not to provide that explanation and plan in its Compliance Statement, the Coalition expects the upcoming City Report to both include and comment on Sutter-CPMC's detailed explanation and remediation plan.

The City Report, however, failed to include that detailed explanation, failed to push Sutter-CPMC for a better answer, and failed to discuss a remediation plan in any detail. Instead, its entire coverage of the issue is limited to two short paragraphs on page 22, one simply recounting the shortfall in service and the second conclusorily stating, without any details, that "SFDPH and CPMC are exploring further partnerships to provide meaningful health care services for San Francisco's low income residents."

2. Failure to adequately address the issue of **culturally and linguistically appropriate services at St. Luke's Diabetes Center.** In its comments, the Coalition urged the City Report to:

> provide far more information on the scope of Sutter-CPMC's self-study [of its compliance CLAS standards], the Department's independent assessment of any such study, and its assessment (or plan to assess) the actual provision of services at the St. Luke's Diabetes Center. The Coalition urges the Public Health Department to engage in an on-site peer review that seeks and receives sufficient information to assess whether the Diabetes Center complies not simply with federal CLAS standards but with best practices and to document the impact of CPMC's 2014 changes on the patient population.

The City Report, however, contained **no discussion of Sutter-CPMC's selfassessment** of its CLAS compliance, conducted by a purportedly independent, third-party consultant. **That Assessment was performed by a consultant who appears to have helped develop the CLAS programs being assessed.**<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> The CLAS Standards Assessment was conducted for Sutter-CPMC by Inclusive Performance Strategies. The executive summary of the Assessment states that the "organization was chosen because of their experience, history of the 2004 Cultural and Linguistic Appropriate Services (CLAS) Assessment at CPMC and their on-going work with the Sutter Health System in the implementation of programs and practices to support the System Strategic Plan for CLAS and Diversity and Inclusion." The firm's principal, Paul T. Doyle, identifies himself, on his LinkedIn profile (<u>https://www.linkedin.com/in/paul-doyle-807987b</u>), as having served as a consultant to Sutter Health from January 2008 through the present, for which he "Supports the Development and Facilitation of Sutter Health's Organizational Cultural Competence Strategic Framework." His profile also lists him as having worked as a consultant to Sutter Health from 2003-2009. His organization's website (<u>http://inclusiveperformance.com/approach/</u>) states: "quite frankly, we've never seen a 'weakness' in any of our clients. Instead, we see opportunities for growth."

Moreover, the City Report said nothing about the St. Luke's Diabetes Center – and thus nothing about investigating the potential diminution of services or failure to follow best practices. Stunningly, **the City Report's discussion** (at page 36) **is only four lines long and ends abruptly before the completion of a sentence** mentioning the Health and Planning Commissions' questions about culturally and linguistically appropriate sentences.

**3.** Failure to address the absence of **public dialogue on the service mix at Sutter-CPMC hospitals.** In its comments, the Coalition noted:

Rather than a one-time unveiling of Sutter-CPMC's already-set plans for services, the Coalition urges the City to encourage and insist that Sutter-CPMC engage in an ongoing process of public dialogue and consultation – with community groups, DPH staff, healthcare workers, nurses, and doctors – to establish a service mix at both new hospitals that meets the city's full range of health needs, including the needs of the hospitals' neighboring communities and historic patient bases.

The City Report, however, is silent on the issue.

4. Failure to fully discuss the mechanism for **ensuring that 1,500Medi-Cal Managed Care beneficiaries in the Tenderloin are served by Sutter-CPMC**. The Coalition is pleased that North East Medical Services (NEMS) and the St. Anthony's Clinic have now entered into an agreement to form a management services organization (MSO) that will be able to refer Medi-Cal Managed Care beneficiaries who live in the Tenderloin to access specialty and hospital care from Sutter-CPMC hospitals. Once such an MSO exists with a primary care provider base in the Tenderloin, the DA requires Sutter-CPMC to accept up to an additional 1,500 such patients. The Coalition urges the City to **address how the number of users of this network will rapidly be brought up to 1,500 from its current numbers in the low double digits,** as the DA creates no required timetable or obligation on Sutter-CPMC to do outreach to ensure that a full complement of 1,500 Tenderloin residents enroll in the MSO.

In its July comments, the Coalition had urged DPH: "to initiate public outreach to Tenderloin residents to inform them of the outcome and their options for receiving hospital and specialty care at Sutter-CPMC or San Francisco General Hospital." The Coalition appreciates that the DA-created Community Health Innovation Fund will support NEMS' and St. Anthony's' outreach efforts. But DPH has an affirmative duty, in its role of overseeing the health care needs of the City, to ensure that as many people as possible are aware of their options to receive specialty and hospital care with shorter wait-times than those at SF General Hospital. A broad DPH outreach to the Tenderloin, not simply by a single provider network, should be launched to ensure that residents understand their full variety of options.

## Continuing failure to institute the public transit subsidy program for Sutter-CPMC employees required by the DA

As the Coalition has repeatedly explained, Section 8 of Exhibit K of the DA requires Sutter-CPMC to "share the cost equally" of a Clipper Card with all its employees to subsidize their public transit use (up to half the value of an adult monthly Muni Fast Pass).<sup>5</sup> Despite the clear language of the DA requiring Sutter-CPMC to encourage employees at all its campuses to use public transit by paying half the cost of their Muni Fast Pass – and no indication of a different start date for that obligation – City officials continue to acquiesce to Sutter-CPMC's stated intent to wait *five years*, which is half the duration of the DA, to implement the program. In its July comments, the Coalition urged the City Report to "*include a written legal analysis by the City Attorney directly responding to the Coalition's reading of Section 8 of Exhibit K of the DA*."

Once again, the City Report simply ignores the issue. The City Report (at page 72) continues to refer to the Clipper Card subsidy program as arising from Section 5 of

<sup>5</sup> The full text of Section 8 of Exhibit K of the DA, which outlines the transit subsidy obligation in subsection 8.c., provides:

## Clipper Cards.

a. CPMC shall set up a master account for all employees with the Clipper Card Program or similar/successor electronic debit and transfer mechanism.

b. CPMC shall encourage all employees (new and existing) to enroll and purchase a Clipper Card as a part of its Transportation Demand Management (TDM) plan. As part of its normal TDM activities, CPMC shall promote the use of the subsidy described in Section 8.c below by (1) including this subsidy information in new hire packets and orientation, in transportation services newsletters, on a TDM communication board in each Campus cafeteria, and on the TDM page on CPMC's intranet, (2) promoting the subsidy at the annual transportation fairs held at each Campus, and (3) undertaking additional outreach as necessary to drive up adoption and achieve the SOV reduction goals.

c. **CPMC shall share the cost equally between employer and employee of a monthly Fast Pass or Clipper Card** (or any successor transit card issued or approved by SFMTA) **that an employee buys through CPMC's automatic payroll deduction program, up to the value of an adult Fast Pass (currently \$64), as such amount changes from time to time**. CPMC shall have no responsibility to contribute to or to share the costs of a Clipper Card (or other successor transit card) to the extent such costs exceed the value of a Fast Pass.

d. CPMC shall make good faith efforts to include an "opt-out" provision for Clipper Cards in future labor contracts.

(Emphasis added.)

Exhibit K and from the Transportation Demand Management Plan, ignoring the language of Section 8 of Exhibit K. This section of the City Report was drafted by Carli Payne, an MTA staff person listed as TDM Manager. There is no indication that a City Attorney has considered the import of Section 8 of Exhibit K of the DA.

#### Conclusion

The Coalition has been informed that City staff "intend to address [the Coalition's] specific comments at the hearing on December 3."<sup>6</sup> The City will thus have had more than four months to consider and formulate responses to the Coalition's comments. The Coalition, if it is permitted to speak, will be given at most a few minutes to learn and reply to the City's responses. This is hardly the informed discussion of important compliance issues that the DA provides for and the Planning and Health Commissioners and the public deserve.

As detailed above, Sutter-CPMC and the City have failed to fully explore key compliance failures or questions that go to the heart of Sutter-CPMC's commitment under the DA to provide high-quality healthcare to the City's neediest populations (as well as to minimize the traffic impacts of its operations). The Planning and Health Commissioners and Directors raised many of these healthcare concerns last year, in their reviews of Sutter-CPMC's performance, as did the third party monitor, Lou Giraudo. As the Health Commission President noted last year in his closing comments, at its heart, Sutter-CPMC's reconfiguration of its campuses is not primarily a building project or a jobs program, it is a healthcare venture in which Sutter has committed to provide first-class care, modeling best practices, not only to the affluent and to City workers, but also to its fair share of San Francisco's neediest communities. The Coalition is deeply disappointed that Sutter-CPMC and the City Report have not chosen to fully and frankly explore these areas in the depth they deserve. The Coalition hopes the Commissioners will push for such an exploration at the joint hearing.

Respectfully submitted on behalf of the Coalition,

Ascanio Piomelli

UC Hastings Community Economic Development Clinic Attorney for San Franciscans for Healthcare, Housing, Jobs & Justice

<sup>&</sup>lt;sup>6</sup> Email to Ascanio Piomelli from Elizabeth Purl, Planning Department Development Performance Coordinator, Nov. 17, 2015, at 7:56 a.m.