

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

**ANNUAL CITY REPORT**

(AUGUST 10, 2013 EFFECTIVE DATE – JUNE 30, 2014)

PUBLISHED: AUGUST 15, 2014



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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 60,000 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. 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 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.

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<sup>1</sup> CPMC DA Section 8.

This year's annual compliance schedule is as follows:

May 28, 2014	City receives copy of CPMC's 2013 Compliance Statement
May 30, 2014	Compliance Statement posted on Planning and Public Health Departments' websites
June 2, 2014	Planning Department sends notice to interested parties soliciting public comment
July 2, 2014	Public comment period closes
August 15, 2014	City's Annual Report Published
<b>** Future Dates Projected, Subject to Change **</b>	
October 21, 2014	Health Commission Hearing
October 23, 2014	Planning Commission Hearing
October 25, 2014	Commissions' findings forward to third party monitor
November 25, 2014	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: <http://cpmc.sf-planning.org>
- Department of Public Health: <http://www.sfdph.org>

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.

CPMC DEVELOPMENT AGREEMENT - COMPLIANCE OVERVIEW			
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	10 - 13
FIRST SOURCE/END USE JOBS	Exhibit E Section C	In Compliance	14 - 15
WORKFORCE FUND	Exhibit E Section D	In Compliance	16
LOCAL BUSINESS ENTERPRISES	Exhibit E Section B	In Compliance	17
HEALTHCARE COMMITMENTS			
BASELINE HEALTHCARE	Exhibit F Section 1	In Compliance	21 - 24
MEDI-CAL COMMITMENT	Exhibit F Section 2	In Compliance	25 - 27
HEALTHCARE INNOVATION FUND	Exhibit F Section 3	In Compliance	28
OTHER HEALTHCARE COMMITMENTS	Exhibit F	In Compliance	29-34
HOUSING PROGRAM	Exhibit G	In Compliance	36 - 37
PUBLIC IMPROVEMENTS	Exhibit H	In Compliance	40 - 45
VISIONING PLANS	Exhibit I	In Compliance	48 - 61
TRANSPORTATION	Exhibit K	In Compliance	62 - 63

## CPMC Payment Schedule

BOS Final Approval: 8/10/2013

		Effective Date <sup>1</sup>	CPMC Payments	First Installment <sup>2</sup>	CPMC Payments	Second Installment	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	12/7/2015	12/7/2016	12/7/2017	Total Payments	Payee
<b>Workforce Agreement - Exhibit E</b>											
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	-	-	-	3,000,000	SF Foundation
<i>Subtotal Workforce Agreement</i>		<i>1,000,000</i>	<i>-</i>	<i>2,000,000</i>	<i>-</i>	<i>1,000,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>4,000,000</i>	
<b>Community Healthcare program - Exhibit F</b>											
Innovation Fund	SF Foundation	2,000,000	Completed	1,500,000	Completed	1,125,000	1,125,000	1,725,000	1,125,000	8,600,000	SF Foundation
<b>Public Improvements - Exhibit H</b>											
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	1,275,000	100,000	-	3,450,000	
Pac/Cal Enforcement & Traffic Safety	SFMTA	300,000	Completed	300,000	Completed	700,000	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
<i>Subtotal Public Improvements</i>		<i>1,100,000</i>		<i>1,725,000</i>		<i>1,975,000</i>	<i>2,550,000</i>	<i>1,675,000</i>	<i>-</i>	<i>7,475,000</i>	
<b>Housing Program - Exhibit G</b>											
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	8,825,000	8,100,000	3,475,000	36,500,000	City & County of San Francisco
<i>Subtotal Housing Program</i>		<i>6,538,620</i>		<i>6,700,000</i>		<i>7,000,000</i>	<i>8,825,000</i>	<i>8,100,000</i>	<i>3,475,000</i>	<i>40,638,620</i>	
<b>Transportation Program - Exhibit K</b>											
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	-	-	-	5,000,000	City & County of San Francisco
Bicycle Studies	SFMTA	400,000	Completed	-		-	-	-	-	400,000	City & County of San Francisco
<i>Subtotal Transportation Program</i>		<i>400,000</i>		<i>2,100,000</i>		<i>2,900,000</i>	<i>1,500,000</i>	<i>2,500,000</i>	<i>2,500,000</i>	<i>11,900,000</i>	
<b>Total - all Public payments</b>											
		\$ 11,038,620	\$ 11,038,620	\$ 14,025,000	\$ 14,025,000	\$ 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 Watty	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Assistant Director of Current Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	<a href="mailto:elizabeth.watty@sfgov.org">elizabeth.watty@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 558-6620		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>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.</p>			
CURRENT STATUS:			
<p>The Planning Department received CPMC's 2013 Development Agreement Compliance Statement on May 28, 2014. The Compliance Statement was posted on the Planning Department's website by May 30, 2014. On June 2nd, 2014, the Department mailed a notice to interested parties soliciting public comment on the Compliance Statement through July 2, 2014. 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").</p>			
NEXT STEPS:			
<p>The City will complete the City Report within the required 45 day time period following the 30 day comment period. Public hearings at the Health and Planning Commissions will be scheduled after publishing the City Report. Notice of these hearings will be posted on both departments' websites.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>In addition to the public hearings noted above, the Department has 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.</p>			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Construction Schedule	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Construction Schedule		DA § 4.2.3	
<b>LEAD DEPARTMENT:</b>	Planning	<b>COMPLETION DATE:</b>	Cathedral Hill: 2019 (Anticipated) St. Luke's: 2019 (Antipated)
<b>STAFF CONTACT NAME:</b>	Elizabeth Watty	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Assistant Director of Current Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:elizabeth.watty@sfgov.org">elizabeth.watty@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 558-6620		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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...			
<b>CURRENT STATUS:</b>			
CPMC has provided the Planning Department with updates on their construction schedule, as they occur. CPMC provided the Department with an updated construction schedule for St. Luke's in March 2014, and provided an updated construction schedule for Cathedral Hill in October 2013. 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.			
<b>NEXT STEPS:</b>			
CPMC will continue to keep the Department abreast of any changes to the existing construction schedules as well as significant phases of construction.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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).			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Milestone Completion	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Milestone Completion and Notice		DA § 4.2.3	
<b>LEAD DEPARTMENT:</b>	Planning	<b>COMPLETION DATE:</b>	
<b>STAFF CONTACT NAME:</b>	Elizabeth Watty	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Assistant Director of Current Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:elizabeth.watty@sfgov.org">elizabeth.watty@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 558-6620		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>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").</p>			
<b>CURRENT STATUS:</b>			
<p>There was one Milestone that occurred during the 2013 reporting period relating to St. Luke's: Completion of San Jose Avenue City project by May 11, 2013.</p> <p>There were two additional milestones that occurred in 2014, prior to submittal of the 2013 Compliance Statement:</p> <p>(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.</p> <p>(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 completion of the San Jose Avenue City project milestone.</p> <p>All milestone notices received by the Planning Department are posted online at: <a href="http://cpmc.sfplanning.org">http://cpmc.sfplanning.org</a></p>			
<b>NEXT STEPS:</b>			
<p>CPMC will continue to meet the milestones outlined in Exhibit C and provide notice to the Planning Department within 30-days of completing said milestone.</p>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
<p>CPMC has opportunities to engage the Community in construction related activities that result from the Milestone Commitments. 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 community meeting notice to the Planning Department. They should continue to provide updates to the Community about construction activities at the St. Luke's, Davies, and Cathedral Hill Campuses.</p> <p>The Planning Department will continue to post notices as they are received.</p>			



# **WORKFORCE**

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Workforce (CityBuild)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
50% Non-union Entry Level Admin/Engineering Positions		Exhibit E § A.5.a	
<b>LEAD DEPARTMENT:</b>	OEWD - Workforce	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Emylene Aspilla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director of Strategic Initiatives		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:emylene.aspilla@sfgov.org">emylene.aspilla@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4851		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>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 non-union administrative and engineering 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 Referrals....OEWD, through its network of Community Based Organizations and the City's One-Stop System, shall be designated as the referral source for San Francisco residents.</p>			
<b>CURRENT STATUS:</b>			
<p>As of June 30, 2014, CPMC's Contractors have filled seven (7) of the seven (7) new Entry Level Positions for non-union administrative and engineering candidates with System Referrals. This represents 100% of new Entry-Level positions being filled with San Francisco resident System Referrals, above the minimum 50% hiring goal.</p> <p>The seven System Referrals were participants of OEWD's Construction Administrative Training Program (CATP) and Construction Administrative and Professional Services Academy (CAPSA). Both programs are administered by Mission Hiring Hall in collaboration with City College of San Francisco and a network of workforce service providers.</p> <p>The following positions were filled by Workforce System Referrals:</p> <ul style="list-style-type: none"> <li>• Document Coordinator - LEED</li> <li>• Front Desk Administrator</li> <li>• Accounting Clerk</li> <li>• Administrative Assistant</li> <li>• BIM Administrator &amp; Support</li> <li>• Project Administrator</li> <li>• Business and Risk Management Assistant</li> </ul>			
<b>NEXT STEPS:</b>			
<p>CPMC's Contractors will continue to engage with OEWD's CityBuild program and continue to:</p> <ul style="list-style-type: none"> <li>• Submit CityBuild Workforce Projection Forms and coordinate meetings to review hiring goals.</li> <li>• Notify CityBuild of any non-union Entry Level administrative and engineering positions and work through the referral process.</li> <li>• Consider System Referrals for positions and provide constructive feedback on all System Referrals.</li> <li>• Track, monitor, and report the progress of System Referrals through the application, hiring and employment process.</li> </ul> <p>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.</p>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
<p>User surveys will be administered and regular meetings will continue to be held with community stakeholders to get feedback on activities and overall systems. OEWD/CityBuild has also committed to quarterly meetings with San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ) to discuss CPMC obligations and implementation of the workforce provisions of the Development Agreement.</p>			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Workforce (CityBuild)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
50% Entry Level Admin/Engineering Internship Positions		Exhibit E § A.5.b	
<b>LEAD DEPARTMENT:</b>	OEWD - Workforce	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Emylene Aspilla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director of Strategic Initiatives		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:emylene.aspilla@sfgov.org">emylene.aspilla@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4851		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>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 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 Referrals....OEWD, through its network of Community Based Organizations and the City's One-Stop System, shall be designated as the referral source for San Francisco residents.</p>			
<b>CURRENT STATUS:</b>			
<p>As of June 30, 2014, CPMC's Contractors have filled four (4) of the six (6) new Entry Level Positions for administrative and engineering internship candidates with System Referrals. This represents 67% of new Entry Level positions being filled with San Francisco resident System Referrals, above the minimum 50% hiring goal.</p> <p>The four System Referrals included one San Francisco Unified School District High School Senior and three San Francisco State University civil engineering Majors.</p>			
<b>NEXT STEPS:</b>			
<p>CPMC's Contractors will continue to engage with OEWD's CityBuild program and continue to:</p> <ul style="list-style-type: none"> <li>• Submit CityBuild Workforce Projection Forms and coordinate meetings to review hiring goals.</li> <li>• Notify CityBuild of any Entry Level Positions for administrative and engineering internships and work through the referral process.</li> <li>• Consider System Referrals for positions and provide constructive feedback on all System Referrals.</li> <li>• Track, monitor, and report the progress of System Referrals through the application, hiring and employment process.</li> </ul> <p>CityBuild will continue to closely monitor the performance of CPMC contractors. CityBuild will also continue to engage with the San Francisco Unified School District, City College of San Francisco, and San Francisco State University to reach out to students who may be interested in internships as well as work with its network of Community Based Organizations (CBOs) and Access Points for qualified candidates.</p> <ul style="list-style-type: none"> <li>• Notify CityBuild of any Entry Level Positions for administrative and engineering internships and work through the referral process.</li> <li>• Consider System Referrals for positions and provide constructive feedback on all System Referrals.</li> <li>• Track, monitor, and report the progress of System Referrals through the application, hiring and employment process.</li> </ul> <p>CityBuild will continue to closely monitor the performance of CPMC contractors. CityBuild will also continue to engage with the San Francisco Unified School District, City College of San Francisco, and San Francisco State University to reach out to students who may be interested in internships as well as work with its network of Community Based Organizations (CBOs) and Access Points for qualified candidates.</p>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
<p>User surveys will be administered and regular meetings will continue to be held with community stakeholders to get feedback on activities and overall systems. OEWD/CityBuild has also committed to quarterly meetings with San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ) to discuss CPMC obligations and implementation of the workforce provisions of the Development Agreement.</p>			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Workforce (CityBuild)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
50% Entry Level Apprentice Positions		Exhibit E § A.5.c	
<b>LEAD DEPARTMENT:</b>	OEWD - Workforce	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Emylene Aspilla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director of Strategic Initiatives		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:emylene.aspilla@sfgov.org">emylene.aspilla@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4851		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>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.</p>			
<b>CURRENT STATUS:</b>			
<p>As of June 30, 2014, CPMC's Contractors have filled eight (8) of the eight (8) new Entry Level Positions for union apprentice candidates with System Referrals. This represents 100% of new Entry Level Positions for union apprentice candidates being filled with San Francisco resident System Referrals, above the minimum 50% hiring goal.</p> <p>The eight System Referrals were hired as Laborer and Carpenter Apprentices.</p>			
<b>NEXT STEPS:</b>			
<p>CPMC's Contractors will continue to engage with OEWD's CityBuild program and continue to:</p> <ul style="list-style-type: none"> <li>• Submit CityBuild Workforce Projection Forms and coordinate meetings to review hiring goals.</li> <li>• Notify CityBuild of any Entry Level union apprentice positions and work through the referral process.</li> <li>• Consider System Referrals for positions and provide constructive feedback on all System Referrals.</li> <li>• Track, monitor, and report the progress of System Referrals through the application, hiring and employment process.</li> </ul> <p>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.</p>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
<p>User surveys will be administered and regular meetings will continue to be held with community stakeholders to get feedback on activities and overall systems. OEWD/CityBuild has also committed to quarterly meetings with San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ) to discuss CPMC obligations and implementation of the workforce provisions of the Development Agreement.</p>			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Workforce (CityBuild)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
30% of Trade Hours for Journeymen and Apprentices		Exhibit E § A.5.d	
<b>LEAD DEPARTMENT:</b>	OEWD - Workforce	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Emylene Aspilla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director of Strategic Initiatives		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:emylene.aspilla@sfgov.org">emylene.aspilla@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4851		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>With respect to new and core opportunities for union journeymen and apprentices, 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).</p>			
<b>CURRENT STATUS:</b>			
<p>As of June 30, 2014, CPMC's Contractors have reported 18,613 trade hours performed by San Francisco residents in new and core opportunities for union journeymen and apprentices out of 61,743 total work hours reported. This represents 30% of work hours performed by San Francisco residents, meeting the 30% overall hiring goal. These data are collected through an electronic certified payroll system, Elations Systems.</p>			
<b>NEXT STEPS:</b>			
<p>CPMC's Contractors will continue to engage with OEWD's CityBuild program and continue to:</p> <ul style="list-style-type: none"> <li>• Submit CityBuild Workforce Projection Forms and coordinate meetings to review hiring goals.</li> <li>• Notify CityBuild of all required positions and work through the referral process.</li> <li>• Consider System Referrals for positions and provide constructive feedback on all System Referrals.</li> <li>• Track, monitor, and report the progress of System Referrals through the application, hiring and employment process.</li> </ul> <p>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.</p>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
<p>User surveys will be administered and regular meetings will continue to be held with community stakeholders to get feedback on activities and overall systems. OEWD/CityBuild has also committed to quarterly meetings with San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ) to discuss CPMC obligations and implementation of the workforce provisions of the Development Agreement.</p>			

CPMC CITY AGENCY COMPLIANCE REPORT			
<b>SUBJECT:</b>		Workforce (First Source)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
40% Entry Level System Referrals		Exhibit E § C.3	
<b>LEAD DEPARTMENT:</b>	OEWD - Workforce	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Emylene Aspilla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director of Strategic Initiatives		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:emylene.aspilla@sfgov.org">emylene.aspilla@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4851		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>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 Referrals ("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.</p>			
<b>CURRENT STATUS:</b>			
<p>As of June 30, 2014, CPMC has made four (4) hires from the workforce system during the Hiring Year). At the time of submitting this report, two (2) additional hires were made. Though the Hiring Year is not yet complete, it is anticipated that CPMC's hires for the Hiring Year will be a total of six (6). This represents 13% of CPMC's total entry-level hires during the Hiring Year, a shortfall of 13 hires from the 40% annual hiring target. This Hiring Deficiency of 13 Entry Level Positions will roll over and be added to next year's Annual Hiring Target.</p>			
<b># Hired from Workforce System</b>	<b># Hired from outside Workforce System</b>	<b>Total # of Hires</b>	<b>% of hires from Workforce system</b>
6	41	47	13%
The following requisitions have been filled by Workforce System referrals:			
<b>Requisition</b>	<b>Zip Code</b>		
Housekeeper	94112		
Housekeeper	94103		
Housekeeper	94132		
Security Officer	94124		
Patient Registration Officer	94112		
Food Service Aide	94115		
<p>Five (5) of the six (6) System Referrals that were hired reside in the impacted communities specified in the Development Agreement, specifically Outer Mission/Excelsior, Mission/SOMA, Western Addition, and Southeastern neighborhoods.</p> <p>The first CPMC Job Notification (requisition) was submitted December 5, 2013. Overall, CPMC was in alignment with the projections that were submitted to OEWD on April 8th, 2014 , however, we noted the following discrepancies between projected positions and those that were released:</p> <p>23 Housekeepers, a deficit of 8;  13 Food Service Aides, a deficit of 8;  13 Security officers a deficit of 7;  11 Medical Assistant, a deficit of 6; and  0 Patient Registration Rep, a surplus of 7</p> <p>The following summarizes the Job Notifications submitted as of June 30, 2014:</p>			
<b>Requisition</b>	<b>Project Year (Aug-13 to Jun-14)</b>		
Housekeepers	15		
Food Service Aide	5		
Cooks	5		
Security Officers	6		
Transporter/Transport Aide	5		
Clerk/Receptionist	1		
Phlebotomy/Specimen Handling Lab Aide	2		
EKG Technician	1		
Medical Assistant	5		

Rehabilitation Aide	1
Aquatic Instructor	1
Pathology Lab Accessioner	2
Client Services Representative	1
Patient Services Representative	3
Patient Registration Representative	7
Point of Service Specialist	1
PBX Operator	2
Certified Home Health Aide	1
Certified Nursing Assistant	1
Hospital Attendant	4
Certified Hospital Attendant	1
Unit Coordinator	1
Emergency Department Technician	3
<b>Total</b>	<b>74</b>

#### **NEXT STEPS:**

CPMC acknowledges their long ramp-up period after the Development Agreement was implemented and recognizes the Hiring Deficit that has resulted. CPMC has expressed its commitment to work more closely with OEWD, the community, and San Francisco Foundation to accelerate and maximize System Referral hires moving forward. On August 1, 2014, CPMC submitted its Projection of Entry-Level Operations Positions for the next Hiring Year. CPMC will also continue to:

- Submit job requisitions for all available Entry-Level positions and coordinate meetings to review hiring goals.
- Consider candidates past the 10 day window of First Source as required by the Development Agreement.
- Hold on-site interviews at Workforce System sites and provide ongoing feedback on System Referrals in weekly check-ins with OEWD staff.
- Track, monitor, and report the progress of System Referrals through the application, hiring and employment process.

Based on lessons learned from this first Hiring Year and feedback from the community, CPMC and OEWD have also jointly recognized the need to make ongoing system adjustments to better streamline the referral, application and hiring process. Early in the next Hiring Year, the following will be implemented:

- Large scale group interviews and hiring events in partnership with the Neighborhood Access Points, prioritizing Western Addition, Tenderloin, Mission/SOMA, Outer Mission/Excelsior, Chinatown and Southeastern neighborhoods. Prior to each event, Neighborhood Access Points will conduct prescreening events in order to ensure a match for CPMC requisitions.
- Information sessions and employer spotlight events in targeted neighborhoods with primary stakeholders. CPMC opportunities and detailed information about the CPMC application and hiring process will be presented.
- Wider distribution of CPMC job announcements through multiple channels.
- Focused small and large group workshops on how to apply to CPMC positions and maximize success in the CPMC hiring process.

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

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

User surveys will be administered and regular meetings will continue to be held with community stakeholders to get feedback on activities and overall systems. OEWD has also committed to quarterly meetings with San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ) to discuss CPMC obligations and implementation of the workforce provisions of the Development Agreement.

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

User surveys will be administered and regular meetings will continue to be held with community stakeholders to get feedback on activities and overall systems. OEWD has also committed to quarterly meetings with San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ) to discuss CPMC obligations and implementation of the workforce provisions of the Development Agreement.

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Workforce (Workforce Fund)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Workforce Fund Agreement		Exhibit E § D	
<b>LEAD DEPARTMENT:</b>	OEWD - Workforce	<b>COMPLETION DATE:</b>	12/7/2014
<b>STAFF CONTACT NAME:</b>	Emylene Aspillá	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director of Strategic Initiatives		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:emylene.aspillá@sfgov.org">emylene.aspillá@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4851		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>The remainder of the \$3 million shall be paid to the San Francisco Foundation in accordance with Exhibit N... until the total sum is paid, and managed by the San Francisco Foundation in accordance with the Workforce Fund Agreement... The funds paid by CPMC shall be used for workforce training purposes only...</p>			
<b>CURRENT STATUS:</b>			
<p>The San Francisco Foundation received \$2,000,000 of the Workforce Fund in December 2013 and initiated a series of monthly meeting between the Workforce Committee members (OEWD, CPMC, and the Foundation) beginning in January 2014. The Workforce Committee decided to host a series of focus groups to determine the highest and best ways to use the limited resources to identify key approaches which would be effective in reducing barriers and improving entry-level employment outcomes for high priority neighborhood residents seeking employment with CPMC. In April 2014, the Foundation used its internal resources to hire KDG Enterprises as a consultant charged with hosting focus groups of the following populations: CPMC employer Groups; CPMC successful entry-level employees; non-successful job seekers; two groups of medical career pathway trainers; two groups of CBO soft skills and employment trainers; and a group of community advocates representing the priority neighborhoods.</p> <p>In all, eight focus groups were held during May and June 2014, which were attended by 81 participants in groups of 7 to 13 participants per focus group. The Consultant prepared a draft report which discusses and summarizes the participants responses to four common themes: (1) What they perceive are the most significant barriers to accessing job training and how those barriers could be removed; (2) What they perceive to be the most significant barriers to accessing entry-level employment and how those barriers could be removed; (3) What did they perceive to be the primary factors that hinder job retention and how they could be removed; and (4) What is the most important thing that must be resolved in order for the Development Agreement's hiring program to be successful? Additionally, job seekers were asked how many times they had applied for an entry-level job, and how difficult was the process; and successful job seekers were asked to discuss what factors they believe helped them to be successful.</p> <p>The Consultant's Report was submitted at the end of June, and its recommendations are currently being reviewed and prioritized by the Workforce Committee to identify short and long term recommendations that can have significant impacts on reducing barriers and increasing success. The high priority high impact recommendations will form the objectives of RFPs that the Foundation will craft and recommend to the Workforce Committee for adoption. The RFPs will be circulated to prospective education and CBO organizations this summer for implementation that is projected to begin in Fall 2014. The Workforce Committee will also be requested by the Foundation to support an independent evaluator which can assess the effectiveness of the proposed barrier removal programs.</p>			
<b>NEXT STEPS:</b>			
<p>Set priorities among the barrier removal recommendations; prepare and release RFPs; Contract with Education or CBO service providers; implement programs; evaluate effectiveness of implementation strategies on entry-level employment; refine , eliminate, supplement or enhance programs to improve outcomes during calendar year 2015.</p>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
<p>The San Francisco Foundation will continue to meet monthly with San Franciscans for Healthcare, Housing, Jobs and Justice (SFHJJ) to discuss the goals and direction of the Workforce Fund.</p>			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$3,000,000.00		\$2,000,000.00	
<b>CPMC's FUNDING OBLIGATION REMAINING:</b>			
\$1,000,000.00			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Workforce (LBE Requirement)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
14% Local Business Enterprise Goal		Exhibit E § B.4	
<b>LEAD DEPARTMENT:</b>	Contract Monitoring Division	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Maria Cordero	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:maria.cordero@sfgov.org">maria.cordero@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 581-2303		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>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.</p>			
<b>CURRENT STATUS:</b>			
<p>The Van Ness and Geary Campus project has a 13.6% utilization of Local Business Enterprise which is \$3,761,000 of the \$27,700,000 spent on construction to date. San Francisco based businesses 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 also utilized the services of Merriweather and Williams, The M Line and BergDavis Public Affairs.</p> <p>For the St. Luke's Campus the project has achieved 19.8% utilization of LBE's which is \$767,000 of the \$3,870,000 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.</p>			
<b>NEXT STEPS:</b>			
<p>As the projects move into construction each 1st tier subcontractor meets with HerreroBoldt staff to validate a plan to make progress towards achieving the overall LBE goal. During the coming reporting period, Herrero Bolt will begin utilizing two LBEs directly, Yolanda's Construction Administration &amp; Traffic Control, and Clipper International.</p>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
<p>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 (<a href="http://cpmc2020.org/workforce">http://cpmc2020.org/workforce</a>) 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.</p>			



# HEALTH CARE

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Baseline Commitment)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Hiring 3rd Party Auditor		Exhibit F § 1.a; DA § 8.2.2	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	11/8/2023
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input type="checkbox"/>
EMAIL:	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>Exhibit F: [The Unduplicated Patient Commitment] shall be verified by an independent third party auditor... no later than 3 months following execution of this Agreement.</p> <p>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 Commitment.</p>			
CURRENT STATUS:			
<p>CPMC's compliance with the Unduplicated Patient Commitment and the Baseline Expenditure Commitment were verified by a third party audit performed by Deloitte &amp; Touche. A copy of this audit was included in CPMC's 2013 Compliance Statement and posted on both the Department of Public Health (<a href="http://www.sfdph.org">http://www.sfdph.org</a>) and Planning Department (<a href="http://www.sf-planning.org">http://www.sf-planning.org</a>) websites.</p>			
NEXT STEPS:			
<p>This annual obligation continues until 10/8/2023.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>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.</p>			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (Baseline Commitment)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Unduplicated Patient Commitment		Exhibit F § 1.a	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>Commencing on the date the Approvals are Finally Granted [11/8/2013], CPMC shall in each fiscal year [January 1 through December 31]...care for a total of not less than 30,445 Unduplicated Patients in San Francisco (the "Unduplicated Patient Commitment")..."Unduplicated Patient" means a patient who receives a service from any CPMC facility or clinic in the City during the calendar year as a Medi-Cal or Charity Care patient, who has not previously received a service as a Medi-Cal or Charity Care patient from a CPMC facility or clinic in San Francisco during that calendar year.</p>			
<b>CURRENT STATUS:</b>			
<p>CPMC was required to care for 4,421 unduplicated Medi-Cal or charity care patients in 2013, which represents the annual requirement of 30,445 pro-rated for the period 11/8/13 to 12/31/13.</p> <p>CPMC exceeded this requirement by caring for 5,687 unduplicated patients, representing the pro-rated share of total unduplicated Medi-Cal and charity care patients served by CPMC in 2013. CPMC's compliance with this provision was verified by a third party audit performed by Deloitte &amp; Touche.</p>			
<b>NEXT STEPS:</b>			
The Department of Public Health will continue to monitor CPMC's compliance with this obligation through the annual review process.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (Baseline Commitment)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Baseline Expenditure Commitment		Exhibit F § 1.b	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>Commencing on the date the Approvals are Finally Granted [11/8/2013], CPMC shall in each fiscal year [January 1 through December 31]...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.</p>			
<b>CURRENT STATUS:</b>			
<p>Since this was the first year of compliance, CPMC's \$8,000,000 annual obligation was pro-rated to cover the period from 11/8/2013 to fiscal year end, 12/31/13. Accordingly, CPMC was required to spend \$1,161,644 in Community Benefits to meet their 2013 obligation.</p> <p>CPMC exceeded this requirement by providing \$1,488,755 in Community Benefits, representing an annual expenditure of \$10,252,749 on Community Benefits in 2013. CPMC's compliance with this provision was verified by a third party audit performed by Deloitte &amp; Touche.</p>			
<b>NEXT STEPS:</b>			
The Department of Public Health will continue to monitor CPMC's compliance with this obligation through the annual review process.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (Baseline Commitment)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Charity Care Policies and Affordable Care Act		Exhibit F § 1.d	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	12/31/2015
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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...			
<b>CURRENT STATUS:</b>			
CPMC has maintained charity care policies that are no more restrictive than the charity care policies in place in fiscal year 2011.			
<b>NEXT STEPS:</b>			
The Department of Public Health will continue to monitor CPMC's compliance with this obligation through the annual review process its completion in 12/31/2015.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (Baseline Commitment)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Bayview Child Health Center		Exhibit F § 1.e	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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...			
<b>CURRENT STATUS:</b>			
In 2011, CPMC provided the Bayview Child Health Center with \$646,631 in support. The amount of CPMC's support was 2012 was \$299,304. In 2013, CPMC's support increased to \$1,679,254, which included both capital and operational support.			
<b>NEXT STEPS:</b>			
<p>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. This transfer will become 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 has agreed to provide the following support to the SMHC and the clinic as part of the Baseline Commitment in the Development Agreement:</p> <ol style="list-style-type: none"> <li>1. Financial support through an operations grant each year for five years as the clinic becomes sustainable under the Federally Qualified Health Center model;</li> <li>2. Work with SMHC to retain the physicians and staff, including leasing the current Sutter Medical Director to SMHC for at least one year;</li> <li>3. Transfer all assets to SMHC at no cost;</li> <li>4. Invest almost \$600,000 in tenant improvements to bring the clinic to OSHPD 3 compliance; and,</li> <li>5. Remain the clinic's specialty and hospital partner-- providing Bayview children with comprehensive services across the care continuum.</li> </ol>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (New Medi-Cal Beneficiaries)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
San Francisco Health Plan Medi-Cal Managed Care Program		Exhibit F § 2.a	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
CPMC continues to have a standard services agreement with the San Francisco Health Plan.			
<b>NEXT STEPS:</b>			
The Department of Public Health will continue to monitor CPMC's compliance with this obligation through the annual review process.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (New Medi-Cal Beneficiaries)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
New Medi-Cal Beneficiaries Commitment		Exhibit F § 2.b	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
Commencing on the Effective Date [10/8/2013], and annually thereafter, CPMC shall accept responsibility for providing hospital services... for no less than 5,400 additional Medi-Cal managed care beneficiaries...			
<b>CURRENT STATUS:</b>			
<p>The Development Agreement requires CPMC to provide care for a total of 22,728 Medi-Cal managed care beneficiaries. This obligation is meant to address the expansion of Medi-Cal beneficiaries through the roll-out of the Affordable Care Act (ACA). The Development takes into account that it may take several years for CPMC to satisfy this obligation, since enrollment under the ACA is unpredictable. Accordingly, the Development Agreement stated that should CPMC serve fewer than 22,728 beneficiaries they would not be in default so long as they remain open to accepting new enrollees.</p> <p>As of December 31, 2013, CPMC had responsibility for 17,129 Medi-Cal managed care enrollees. However, they have remained open to accepting new enrollees and therefore are in compliance with this provision of the Development Agreement.</p> <p>CPMC also notes that there was a clerical error in the Development Agreement, wherein 2,478 Healthy Families enrollees were double counted. Accordingly, CPMC asserts that the cumulative total number of Medi-Cal managed care beneficiaries they are obligated to serve is 20,250. The Department of Public Health has reviewed CPMC's accounting, and agrees that their obligation is to serve 20,250 Medi-Cal managed care beneficiaries.</p>			
<b>NEXT STEPS:</b>			
The Department of Public Health will continue to monitor CPMC's compliance with this obligation through the annual review process.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (New Medi-Cal Beneficiaries)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Contracting with MSO Providers		Exhibit F § 2.f	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	12/31/2015
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
There continues to be no available MSO with a provider base located in the Tenderloin with which CPMC could contract for new enrollees. The Innovation Fund provided funding to a group of eight clinics that came together to determine whether they could create a new MSO that could partner with CPMC to meet this requirement. Analysis performed by their consultant revealed that such an MSO would not be financially or operationally feasible. The Innovation Fund Advisors are continuing to work with the clinics to determine whether there are other options for meeting this goal.			
<b>NEXT STEPS:</b>			
This obligation continues until 12/31/2015.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (Innovation Fund)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Innovation Fund Agreement		Exhibit F § 3.c	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	12/7/2017
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>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...</p> <p>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.</p>			
<b>CURRENT STATUS:</b>			
<p>CPMC entered into the Innovation Fund Agreement with the San Francisco Foundation. The San Francisco Foundation administers the Innovation Fund. Together, CPMC, the City and the Foundation make disbursement decisions. CPMC made the first payment to the San Francisco Foundation of \$2 million on 9/4/13 and a second payment of \$1.5 million on 11/26/13 for a total of \$3.5 million.</p> <p>In 2013, the Innovation Fund Foundation distributed \$1,244,700 to five organizations focused on: 1) Affordable Care Act readiness for community clinics; 2) strategic opportunities to improve services for people with HIV/AIDS; and 3) expansion of emergency mental health services.</p> <p>In 2014, the Innovation Fund Foundation authorized additional funding of \$2 million to a group of eight clinics that came together to determine whether they could create a new management service organization (MSO) that could partner with CPMC and enable CPMC to meet the requirement to partner with a MSO with a provider base located in the Tenderloin. Analysis performed by their consultant revealed that such an MSO would not be financially or operationally feasible.</p>			
<b>NEXT STEPS:</b>			
The Innovation Fund will use remaining funds to continue to study the alternatives for creating an MSO in the Tenderloin and address other priorities agreed to by the fund partners, CPMC, the City and the San Francisco Foundation.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$8,600,000.00		\$3,500,000.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$5,100,000.00			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (Sub-Acute Services)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Sub-Acute Services		Exhibit F § 4	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	6/30/2015
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
CPMC initiated this work in June 2014 through the Hospital Council's Care Coordination workgroup to explore, understand and describe the demand for sub acute services for all acute hospitals in San Francisco. As part of this process, a survey has been sent to each San Francisco hospital. It is now expected that the proposal will be presented to the Health Commission no later than June 30, 2015.			
<b>NEXT STEPS:</b>			
In the coming months, participating hospitals and staff from the Department of Public Health will be reviewing data on sub-acute services collected in 2011 in response to a previous request by the Health Commission. CPMC will present their proposal to the Health Commission no later than June 30, 2015.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (Staff Integration)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Staff Integration		Exhibit F § 7	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
CPMC shall continue its good faith efforts at the clinical integration of medical staffs at the St. Luke's Campus, with the medical staff at its Pacific Campus, California Campus and Davies Campus (and, upon Completion of the Cathedral Hill Campus Hospital and the Cathedral Hill Campus), and on quality improvement initiatives for the purpose of improving patient quality of care at all of the CPMC Campuses.			
<b>CURRENT STATUS:</b>			
CPMC has made efforts to integrate the medical staff across its four campuses. The physician groups for Internal Medicine Hospitalists, Emergency Medicine, Radiology, Pathology, Oncology, Neurology, and Anesthesia are the same for each hospital campus.			
<b>NEXT STEPS:</b>			
The Department of Public Health will continue to monitor CPMC's compliance with this obligation through the annual review process.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (Community Benefits Partnership)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
CPMC participation in Community Benefits Partnership		Exhibit F § 8	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
CPMC shall continue to actively participate in the "Community Benefits Partnership" (an outgrowth of the Building a Healthier San Francisco needs assessment process and the Charity Care Project) or its successor, of San Francisco private non-profit hospitals, SFDPH, Human Services, community clinics, health plans, non-profit providers and advocacy groups, to prepare a community benefit plan, as defined in Health and Safety Code Section 127355, for submittal to OSHPD.			
<b>CURRENT STATUS:</b>			
CPMC has continued to participate in the San Francisco Health Improvement Partnership, the successor coalition to the Community Benefits Partnership.			
<b>NEXT STEPS:</b>			
The Department of Public Health will continue to monitor CPMC's compliance with this obligation through the annual review process.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (Chinese Hospital)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Chinese Hospital Service Agreement		Exhibit F § 9	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
CPMC has continued to provide services to Chinese Hospital patients in a manner consistent with existing service agreements.			
<b>NEXT STEPS:</b>			
The Department of Public Health will continue to monitor CPMC's compliance with this obligation through the annual review process.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Healthcare (CLAS)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Culturally and Linguistically Appropriate Services		Exhibit F § 10	
<b>LEAD DEPARTMENT:</b>	Department of Public Health	<b>COMPLETION DATE:</b>	11/8/2023
<b>STAFF CONTACT NAME:</b>	Colleen Chawla	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:colleen.chawla@sfdph.org">colleen.chawla@sfdph.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
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.			
<b>NEXT STEPS:</b>			
The City has learned from community partners that CPMC has made staffing decisions which have reduced the quality of bi-lingual service at the St. Luke's Campus. The City is concerned about these changes to service and, through the Department of Public Health, requested that CPMC provide additional information regarding CLAS, including the metrics on which CPMC measures its compliance with CLAS. A copy of CPMC's response is provided in the Exhibits to this report.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Health Service Systems	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
CPMC Rate Increase Limitations		Exhibit F § 11.c	
<b>LEAD DEPARTMENT:</b>	Health Services Systems	<b>COMPLETION DATE:</b>	12/31/2016
<b>STAFF CONTACT NAME:</b>	Catherine Dodd	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:catherine.dodd@sfgov.org">catherine.dodd@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-1727		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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...			
<b>CURRENT STATUS:</b>			
2013 was the base price year for these obligations. HSS will evaluate the 2014 fee increases through an independent actuary later in 2014, after fees have been negotiated between CPMC and HSS.			
<b>NEXT STEPS:</b>			
HSS and CPMC will engage an agreed upon actuary.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
None.			

# **HOUSING PROGRAM**

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Housing	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Replacement Housing Obligation		Exhibit G § 1.c	
<b>LEAD DEPARTMENT:</b>	Mayor's Office of Housing	<b>COMPLETION DATE:</b>	9/6/2013
<b>STAFF CONTACT NAME:</b>	Teresa Yanga	<b>OBLIGATION STATUS:</b>	COMPLETE <input checked="" type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director of Housing Development		IN PROGRESS <input type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:teresa.yanga@sfgov.org">teresa.yanga@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-5515		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
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.			
<b>NEXT STEPS:</b>			
N/A			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
N/A			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$4,138,620.00		\$4,138,620.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$0.00			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Housing	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Affordable Housing Obligation		Exhibit G § 2	
<b>LEAD DEPARTMENT:</b>	Mayor's Office of Housing	<b>COMPLETION DATE:</b>	12/7/2017
<b>STAFF CONTACT NAME:</b>	Teresa Yanga	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director of Housing Development		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:teresa.yanga@sfgov.org">teresa.yanga@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-5515		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
CPMC provided the first two 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. Combined, MOHCD received \$9,100,000 in 2013. MOHCD will be using the Affordable Housing Payment received to date toward rehabilitating public housing in conjunction with HUD's Rental Assistance Demonstration program.			
<b>NEXT STEPS:</b>			
CPMC will provide annual payments to the Affordable Housing Fund until the final payment is received by MOHCD in December 2017.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
N/A			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$36,500,000.00		\$9,100,000.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$27,400,000.00			



## **PUBLIC IMPROVEMENTS**

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Public Improvements	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Tenderloin Public Improvements - Pedestrian Safety & Lighting		Exhibit H § 2.a	
<b>LEAD DEPARTMENT:</b>	OEWD - Econ	<b>COMPLETION DATE:</b>	12/7/2016
<b>STAFF CONTACT NAME:</b>	Amy Cohen	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director, Neighborhood Business Dev.		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:amy.b.cohen@sfgov.org">amy.b.cohen@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-6649		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
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.			
<b>NEXT STEPS:</b>			
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.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
Lighting tour is the first opportunity. We are happy to coordinate other opportunities as the project progresses.			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$4,250,000.00		\$1,600,000.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$2,650,000.00			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Public Improvements	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Safe Passage Grant		Exhibit H § 2.a	
<b>LEAD DEPARTMENT:</b>	OEWD - Econ	<b>COMPLETION DATE:</b>	12/7/2013
<b>STAFF CONTACT NAME:</b>	Amy Cohen		COMPLETE <input checked="" type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director, Neighborhood Business Dev.		IN PROGRESS <input type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:amy.b.cohen@sfgov.org">amy.b.cohen@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-6649		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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).			
<b>CURRENT STATUS:</b>			
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.			
<b>NEXT STEPS:</b>			
We are awaiting a new proposal from the prospective grantee and will finalize funding agreement at that time.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$200,000.00		\$200,000.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$0.00			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Cathedral Hill Transit and Safety Improvements		Exhibit H § 2.b	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	12/7/2016
<b>STAFF CONTACT NAME:</b>	Frank Markowitz	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Senior Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	Frank.Markowitz@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4442		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>\$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.</p>			
<b>CURRENT STATUS:</b>			
<p>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:</p> <ol style="list-style-type: none"> <li>1. \$200,000 for an overhead wire switch at California &amp; Presidio that will allow greater operational flexibility for the 3 Jackson, 1 California and 2 Clement (once it becomes a trolley service)</li> <li>2. \$1,300,000 for transit signal priority (TSP) equipment to be installed on all the fleet vehicles for the 1 California, 38 Geary, and 3 Jackson routes.</li> </ol>			
<b>NEXT STEPS:</b>			
SFMTA will continue to refine the proposal for the use of funds based on stakeholder outreach, including a presentation to the SFMTA Citizens Advisory Council.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The Cathedral Hill Transit and Safety Improvements were presented to the SFMTA Citizens Advisory Council (CAC) on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. SFMTA will continue to provide updates on the CPMC Development Agreement to the SFMTA CAC.			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$1,550,000.00		\$400,000.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$1,150,000.00			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Cal & Pac Campus Enforcement and Traffic Safety Measures		Exhibit H § 2.c	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	12/7/2016
<b>STAFF CONTACT NAME:</b>	Frank Markowitz	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Senior Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	Frank.Markowitz@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4442		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>CPMC shall make the following payments (the "CCHAP Improvement Funds") to City for the purposes identified below....\$3,000,000 to CPW 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.</p>			
<b>CURRENT STATUS:</b>			
<p>Partial funding has been received. The City has agreed on the proposal to use funds to improve pedestrian safety by way of the following initial enforcement and traffic safety measures near the California and Pacific campuses:</p> <ol style="list-style-type: none"> <li>1. \$750,000 for a 2-year Enhanced Parking Enforcement Pilot that will focus on loading zones within one block of campus, but will also enhance parking enforcement in the enforcement zones closest to the California and Pacific campuses. SFMTA will report on the effectiveness of these measures every 6 months, with formal evaluation occurring after 2 years. SFMTA will have the option to extend the enforcement pilot if deemed successful (or remaining funds may be used for other appropriate, more effective measures).</li> <li>2. \$40,000 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. Under \$20,000 for continental crosswalk restriping and other visibility improvements for WalkFirst intersections within 2000 feet of the campuses and all unsignalized crosswalks immediately adjacent to the campuses. Specific locations will be determined in the coming months.</li> </ol>			
<b>NEXT STEPS:</b>			
<p>The California and Pacific Campus Enforcement and Traffic Safety measures were presented to the SFMTA Citizens Advisor Committee on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. SFMTA will continue to provide updates on the CPMC Development Agreement to the SFMTA CAC.</p>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
<p>SFMTA will be presenting the proposal to the SFMTA Citizens Advisory Council for input and comments. These meetings are open to the public and noticed on SFMTA's website (<a href="http://www.sfmta.com">http://www.sfmta.com</a>).</p>			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$3,000,000.00		\$600,000.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$2,400,000.00			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Public Improvements	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
St. Luke's & Davies Campuses		Exhibit H § 6.a	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	7/31/2024
<b>STAFF CONTACT NAME:</b>	Frank Markowitz	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Senior Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	Frank.Markowitz@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4442		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
CPMC shall prepare final design, specifications and construction plans for the St. Luke's and Davies (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.			
<b>CURRENT STATUS:</b>			
St. Luke's: The first phase of St. Luke's Campus Area STLD Improvements must be delivered in conjunction with the completion of St. Luke's Hospital, projected in 2020. To date, CPMC has not submitted plans to the City for review.			
Davies: CPMC has provided funding for the Duboce Park Youth Play Area, and the project is complete.			
<b>NEXT STEPS:</b>			
CPMC will complete the design and determine and submit them to the City for review. The City will work with CPMC to refine and approve the proposed public improvements, and issue the appropriate permits to CPMC. The City anticipates that these projects will be constructed by July 31, 2024.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The design concepts were reviewed during the public and Board of Supervisors review of the CPMC development project - a list of projects for the St. Luke's Campus Area can be found in Exhibit H, Schedule A, Page 2-4 of the Development Agreement.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Visioning Plans	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
California Campus		Exhibit I-3.2.a	
<b>LEAD DEPARTMENT:</b>	Planning	<b>COMPLETION DATE:</b>	TBD Based on Future Approvals
<b>STAFF CONTACT NAME:</b>	Elizabeth Watty	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Assistant Director of Current Planning		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:elizabeth.watty@sfgov.org">elizabeth.watty@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 558-6620		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p>			
<b>CURRENT STATUS:</b>			
<p>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.</p> <p>However, CPMC has started already started the Community Visioning process for the California Campus. In 2011, CPMC began Phase I, Early Education, Engagement and Presentations, which presented interested individuals and community groups about CPMC's Near and Long Term Projects and communicated the goals and opportunities for the visioning process.</p> <p>Earlier this year, CPMC initiated Phase II: Research and Stakeholder Interviews, by retaining a consultant to develop a survey and conduct interviews with community stakeholders.</p>			
<b>NEXT STEPS:</b>			
CPMC may begin these Community Advisory Committees at any time, but are not obligated to start until the Approvals/Subsequent Approvals have been finally granted.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
Ongoing as the Community Visioning processes for the three campuses continues.			



# **TRANSPORTATION**

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
BRT Contribution		§ 4.2.4(e); Exhibit K § 1; Exhibit N	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	12/7/2014
<b>STAFF CONTACT NAME:</b>	Frank Markowitz	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Senior Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	Frank.Markowitz@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4442		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
SFMTA shall use the BRT contributions for hard and soft costs of planning, administration and construction associated with the BRT improvements to be constructed or installed in the Geary/Van Ness public rights of way adjacent to the Cathedral Hill Campus.			
<b>CURRENT STATUS:</b>			
CPMC provided the first annual payment towards the BRT in 2013, totaling \$2,100,000.			
<b>NEXT STEPS:</b>			
Funds provided by CPMC will be used to support the design and 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.			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$5,000,000.00		\$2,100,000.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$2,900,000.00			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation (Bicycle Studies)	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Bicycle Studies		§ 4.2.4(e); Exhibit K.4	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	9/4/2013
<b>STAFF CONTACT NAME:</b>	Frank Markowitz	<b>OBLIGATION STATUS:</b>	COMPLETE <input checked="" type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Senior Transportation Planner		IN PROGRESS <input type="checkbox"/>
<b>EMAIL:</b>	Frank.Markowitz@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4442		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>CPMC shall pay to SFMTA the total sum of \$400,000. SFMTA shall use the Bicycle Studies Contribution, in its discretion to:</p> <ul style="list-style-type: none"> <li>a. Develop preferred bicycle routes between CPMC's campuses...</li> <li>b. Develop design alternatives for improved bicycle facilities on Polk Street...</li> <li>c. Develop traffic calming proposals along the Wiggle...</li> <li>d. Design traffic calming measures along 26th Street between Valencia Street and Potrero Avenue...</li> </ul>			
<b>CURRENT STATUS:</b>			
Full funding has been received in full by SFMTA on 9/4/2013. These funds will be used by SFMTA to improve bicycle safety and access near Cathedral Hill, along the Wiggle, and for traffic calming on 26th Street. Work is currently proceeding on design of Polk Street bicycle safety measures.			
<b>NEXT STEPS:</b>			
SFMTA will work to further develop and implement bicycle improvement. It is anticipated that construction of these projects will be completed by 7/31/2015.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
SFMTA will present the proposals developed through the CPMC Bicycle Studies to the SFMTA Citizens Advisory Council and the SFMTA Bicycle Advisory Committee.			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$400,000.00		\$400,000.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$0.00			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		MMRP: Transportation and Circulation	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Mitigation Measure - Construction Transportation Management		Exhibit D - MM-TR-55 (Cathedral Hill)	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	
<b>STAFF CONTACT NAME:</b>	Frank Markowitz	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Senior Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	Frank.Markowitz@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4442		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION (Mitigation Measure):</b>			
<p>CPMC shall develop and implement a Construction Transportation Management Plan (CTMP) to anticipate and minimize impacts of various construction activities associated with the Proposed Project. The Plan would disseminate appropriate information to contractors and affected agencies with respect to coordinating construction activities to minimize overall disruptions and ensure that overall circulation is maintained to the extent possible, with particular focus on ensuring pedestrian, transit, and bicycle connectivity. The program would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set forth by Caltrans, SFMTA, DPW, or other City departments and agencies.</p>			
<b>CURRENT STATUS:</b>			
<p>CPMC submitted the Contractor Transportation and Parking Management Plan on July 3, 2014. The SFMTA reviewed and submitted comments on July 17, 2014. CPMC submitted a revised TMP on July 22, 2014. This was determined to be acceptable by the SFMTA and approved on July 23, 2014, subject to updating in 2015.</p>			
<b>NEXT STEPS:</b>			
<p>CPMC will monitor the contractor in fulfilling this CTMP. CPMC will revise the Plan in 2015 when additional information is available on actual construction crew demographics and travel patterns.</p>			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
<p>CPMC will lead community engagement on the TMP and will provide contact information to neighbors who have concerns about the project's construction impacts.</p>			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
TDM: Outreach, Marketing and Information		Exhibit K § 5; TDMP Page 7	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
Near Term TDM Components (0-2 years) for outreach, marketing and information include: reinstating the Transportation Services Newsletter, provide TDM communication boards in campus cafeterias, enhance the TDM site on intranet and public website, reinstate and expand the annual Transportation Fair, promote the existing courtesy ride home program, increase marketing of the City's Emergency Ride Home program, design and outreach program, and develop a TDM operations and maintenance budget.			
<b>CURRENT STATUS:</b>			
CPMC did not provide a status update on outreach, marketing and information TDM obligations in their 2013 Compliance Statement. However, since the obligation is not due until 2015, they are in compliance.			
<b>NEXT STEPS:</b>			
CPMC has targeted hiring a TDM coordinator in the fall of 2014 to be filled by the end of the year. This position will oversee the marketing and outreach programs outlined above. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details of implementing TDM obligations.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council (CAC) on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. SFMTA will continue to provide updates on the CPMC Development Agreement, including the TDM to the SFMTA CAC.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
TDM: Parking Pricing		Exhibit K § 5; TDMP Page 7	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
Near Term TDM Components (0-2 years) states that CPMC shall evaluate and then increase employee parking prices as needed to achieve the trip and parking reduction goals.			
<b>CURRENT STATUS:</b>			
CPMC's 2013 Compliance Statement describes existing on-site and off-site parking facilities and the number of employees with parking spots. The compliance statement also includes current on-site employee parking rates, but does not say whether those rates have needed to be, or have been, increased. The compliance statement says that "CPMC employees who park at off-site facilities pay subsidized rates that vary by facility," but does not say if those rates have changed. This obligation is not due until 2015, accordingly			
<b>NEXT STEPS:</b>			
CPMC will 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. CPMC will provide documentation of this evaluation to the SFMTA. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council (CAC) on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. SFMTA will continue to provide updates on the CPMC Development Agreement, including the TDM to the SFMTA CAC.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
TDM Coordinator		Exhibit K § 5; TDMP Page 7-8	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
<p>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 &amp; 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.</p>			
<b>CURRENT STATUS:</b>			
CPMC has not hired a TDM coordinator. This obligation is not due until 2015, accordingly, CPMC is compliance.			
<b>NEXT STEPS:</b>			
CPMC has targeted hiring a TDM coordinator in the fall of 2014 to be filled by the end of the year. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details of implementing TDM obligations.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council (CAC) on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. SFMTA will continue to provide updates on the CPMC Development Agreement, including the TDM to the SFMTA CAC.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Carpool and Vanpool Parking		Exhibit K § 5; TDMP Page 8	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
The number and location of reserved carpool and vanpool parking shall be monitored annually and increased as necessary to ensure there are a sufficient number of parking spaces for carpools and vanpools.			
<b>CURRENT STATUS:</b>			
The 2013 Compliance Statement states that carpool program "continues to be implemented."			
<b>NEXT STEPS:</b>			
CPMC will monitor number and location of reserved carpool and vanpool parking spaces and determine whether there are a sufficient number of parking spaces for carpools and vanpools; increase carpool and vanpool parking as necessary. CPMC will provide documentation of this monitoring and determination to the SFMTA. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council (CAC) on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. SFMTA will continue to provide updates on the CPMC Development Agreement, including the TDM to the SFMTA CAC.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Bicycle Parking		Exhibit K § 5; TDMP Page 8	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
The 2013 Compliance Statement states that a bicycle program "continues to be implemented."			
<b>NEXT STEPS:</b>			
CPMC will fulfill this 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. CPMC will provide documentation of this monitoring and determination to the SFMTA. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Vanpool Program		Exhibit K § 5; TDMP Page 7	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
CPMC shall reinstate their vanpool program which included a \$2,500 subsidy per year. CPMC shall aggressively market the vanpool program to employees via the monthly newsletter, website, and other appropriate channels.			
<b>CURRENT STATUS:</b>			
CPMC did not provide a status update on the van pool program in their 2013 Compliance Statement. However, since the obligation is not due until 2015, they are in compliance.			
<b>NEXT STEPS:</b>			
CPMC will fulfill the obligation by reinstating and aggressively marketing vanpool program. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Rideshare Program		Exhibit K § 5; TDMP Page 8	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
CPMC will encourage employees to rideshare by promoting the 511.org rideshare service.			
<b>CURRENT STATUS:</b>			
CPMC did not provide a status update on their rideshare program in their 2013 Compliance Statement. However, since the obligation is not due until 2015, they are in compliance.			
<b>NEXT STEPS:</b>			
CPMC will fulfill the obligation by promoting the 511.org rideshare service. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Courtesy Ride Home Program		Exhibit K § 5; TDMP Page 8	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
CPMC shall increase the boundaries of the program to cover major transit stops within a reasonable distance of each campus and also promote and market the Courtesy Ride Home program.			
<b>CURRENT STATUS:</b>			
CPMC did not provide a status update on the courtesy ride home program in their 2013 Compliance Statement. However, since the obligation is not due until 2015, they are in compliance.			
<b>NEXT STEPS:</b>			
CPMC will fulfill the obligation by increasing boundaries of Courtesy Ride Home program, promote and market as described above. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC will solicit input from employees/community regarding where they would like the program to go.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Transportation Surveys		Exhibit K § 5; TDMP Page 8	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
CPMC shall conduct an employee transportation survey at all campuses, which will be used to establish a more current baseline commute mode split. CPMC shall achieve a minimum of 30% response rate at each campus. Furthermore, a patient/visitor transportation survey shall be collected from at least 200 patients and visitors at each campus to establish a baseline visitor mode split. The commuter survey shall be conducted annually, and the visitor survey shall be conducted every three years.			
<b>CURRENT STATUS:</b>			
CPMC did not provide a status update on the transportation surveys in their 2013 Compliance Statement. However, since the obligation is not due until 2015, they are in compliance.			
<b>NEXT STEPS:</b>			
CPMC will fulfill obligation by conducting surveys described above. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Wayfinding and Signage		Exhibit K § 5; TDMP Page 8	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2015
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
CPMC shall provide on-site signage for patients and visitors identifying the locations of bicycle parking, vehicular parking, and shuttle stops as well as full shuttle schedules with maps in the lobby of each hospital.			
<b>CURRENT STATUS:</b>			
CPMC did not provide a status update on wayfinding and signage in their 2013 Compliance Statement. However, since the obligation is not due until 2015, they are in compliance.			
<b>NEXT STEPS:</b>			
CPMC will fulfill this obligation by providing signage described above. SFMTA and CPMC will meet quarterly starting in September 2014 to discuss details.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC will solicit community input on sign designs and present options and final designs to SFMTA Citizens Advisory Council			

CPMC CITY AGENCY COMPLIANCE REPORT			
<b>SUBJECT:</b>		Transportation Demand Management Program	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Clipper Card Transit Subsidy		Exhibit K § 8; TDMP Page 9	
<b>LEAD DEPARTMENT:</b>	SFMTA	<b>COMPLETION DATE:</b>	8/10/2018
<b>STAFF CONTACT NAME:</b>	Carli Paine	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	TDM Manager		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:carli.paine@sfmta.com">carli.paine@sfmta.com</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 701-4469		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
TDM Component in the Mid-Term (2-5 years) <i>Transit Subsidy</i> . 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.			
<b>CURRENT STATUS:</b>			
<p>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.</p> <p>Accordingly, the transit subsidy element can be implemented as early as August 10, 2015 but no later than August 10, 2018.</p>			
<b>NEXT STEPS:</b>			
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.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
The TDM Plan will be briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			



## **OTHER OBLIGATIONS**

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		San Jose Ave	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
San Jose Avenue City Project		§ 3.3	
<b>LEAD DEPARTMENT:</b>	San Francisco Public Works	<b>COMPLETION DATE:</b>	1/29/2014
<b>STAFF CONTACT NAME:</b>	Patrick Rivera	<b>OBLIGATION STATUS:</b>	COMPLETE <input checked="" type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Division Manager, Infrastructure Design & Construction		IN PROGRESS <input type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:patrick.rivera@sfdpw.org">patrick.rivera@sfdpw.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-8221		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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.			
<b>CURRENT STATUS:</b>			
<p>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.</p> <p>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.</p> <p>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.</p>			
<b>NEXT STEPS:</b>			
Projects are in close out.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
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.			

<b>CPMC CITY AGENCY COMPLIANCE REPORT</b>			
<b>SUBJECT:</b>		San Jose Ave Project	
<b>DEVELOPMENT AGREEMENT OBLIGATION:</b>		<b>DEVELOPMENT AGREEMENT SECTION:</b>	
Vacation and Transfer of San Jose Ave to CPMC		§ 3.2	
<b>LEAD DEPARTMENT:</b>	Real Estate Division	<b>COMPLETION DATE:</b>	
<b>STAFF CONTACT NAME:</b>	John Updike	<b>OBLIGATION STATUS:</b>	COMPLETE <input type="checkbox"/>
<b>STAFF CONTACT TITLE:</b>	Director		IN PROGRESS <input checked="" type="checkbox"/>
<b>EMAIL:</b>	<a href="mailto:john.updike@sfgov.org">john.updike@sfgov.org</a>		IN COMPLIANCE <input checked="" type="checkbox"/>
<b>PHONE:</b>	(415) 554-9850		NOT IN COMPLIANCE <input type="checkbox"/>
<b>DESCRIPTION OF OBLIGATION:</b>			
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...			
<b>CURRENT STATUS:</b>			
McEnerney Action required to quiet title to street vacation area. Request made to Chicago Title to prepare updated title work required for filing of the action.			
<b>NEXT STEPS:</b>			
CPMC will file the McEnerney when ready, establish escrow for closing of street conveyance when ready in Q4, 2014.			
<b>OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:</b>			
N/A			
<b>CPMC'S FULL FUNDING AMOUNT:</b>		<b>FUNDING RECEIVED FROM CPMC TO DATE:</b>	
\$1,010,000.00		\$0.00	
<b>CPMC'S FUNDING OBLIGATION REMAINING:</b>			
\$1,010,000.00			



## **RESPONSE TO COMMENTS**

## Response to Comments Received

The City received one comment letter on CPMC's 2013 Compliance Statement from Ascanio Piomelli, Professor of Law and Director of the Community Economic Development Clinic at the University of California Hastings College of the Law. Professor Piomelli's letter was submitted on behalf of San Franciscans for Healthcare, Housing, Jobs, and Justice (SFHHJJ).

SFHHJJ asserted four specific comments, summarized here and responded to in detail below:

1. CPMC failed to comply with the entry-level operations hiring procedures of Exhibit E, Section C of the DA and failed to make good faith efforts to hire San Francisco Residents.
2. CPMC failed to implement the transportation program outlined in Exhibit K, Section 8 by completely ignoring its commitment to institute a Clipper Card transit subsidy program.
3. Sutter/CPMC's commitment to provide hospital and specialty care service to 1,500 Tenderloin residents in the San Francisco Health Plan's Medi-Cal Managed Care Program may not be met.
4. The DA's annual review process is inadequate to ensure timely, effective oversight of the DA.

SFHHJJ also requested additional information not submitted in CPMC's 2013 Compliance Statement. To the extent the information was available to City staff it is provided after the response to comments. City Staff in several departments, including the Department of Public Health (DPH), the Office of Economic and Workforce Development (OEWD) – Workforce Division, and the San Francisco Municipal Transportation Agency (SFMTA) have established quarterly meetings with SFHHJJ to create a regular process for following up on concerns relating to the implementation of the CPMC Development Agreement. Other departments, including the Planning Department, Mayor's Office of Housing and Community Development (MOHCD), and the Mayor's Office have staff available as needed to answer questions. Accordingly, in the event information was not available as of the publishing of this report, it will be shared with SFHHJJ through these meetings as it becomes available.

Response to Comments: As elaborated in detail throughout the City's Annual Report, CPMC is in compliance with its obligations outlined in the Development Agreement.

1. CPMC failed to comply with the entry-level operations hiring procedures of Exhibit E, Section C of the DA and failed to make good faith efforts to hire San Francisco Residents.

CPMC is in compliance with Exhibit E, Section C of the Development Agreement. The obligation requires:

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 Referrals ("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.

As of June, 30, 2014, CPMC has made four (4) hires from the workforce system during the Hiring Year. At the time of submitting this report, two (2) additional hires were made. Though the Hiring Year is not yet complete, it is anticipated that CPMC's hires for the Hiring Year will be a total of six (6). This represents 13% of CPMC's

total entry-level hires during the Hiring Year, a shortfall of 13 hires from the 40% annual hiring target. This Hiring Deficiency of 13 Entry Level Positions will roll over and be added to next year's Annual Hiring Target.

CPMC acknowledges their long ramp-up period after the Development Agreement was implemented and recognizes the Hiring Deficit that has resulted. CPMC has expressed its commitment to work more closely with OEWD, the community, and San Francisco Foundation to accelerate and maximize System Referral hires moving forward. On August 1, 2014, CPMC submitted its Projection of Entry-Level Operations Positions for the next Hiring Year. CPMC will also continue to:

- Submit job requisitions for all available Entry-Level positions and coordinate meetings to review hiring goals.
- Consider candidates past the 10 day window of First Source as required by the Development Agreement.
- Hold on-site interviews at Workforce System sites and provide ongoing feedback on System Referrals in weekly check-ins with OEWD staff.
- Track, monitor, and report the progress of System Referrals through the application, hiring and employment process.

Based on lessons learned from this first Hiring Year and feedback from the community, CPMC and OEWD have also jointly recognized the need to make ongoing system adjustments to better streamline the referral, application and hiring process. Early in the next Hiring Year, the following changes will be implemented:

- Large scale group interviews and hiring events in partnership with the Neighborhood Access Points, prioritizing Western Addition, Tenderloin, Mission/SOMA, Outer Mission/Excelsior, and Chinatown and Southeastern neighborhoods. Prior to each event, Neighborhood Access points will conduct prescreening events in order to ensure a match for CPMC requisitions.
- Information sessions and employer spotlight events in targeted neighborhoods with primary stakeholders. CPMC opportunities and detailed information about the CPMC application and hiring process will be presented.
- Wider distribution of CPMC job announcements through multiple channels. Focused small and large group workshops on how to apply to CPMC positions and maximize success in the CPMC hiring process.

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

2. CPMC failed to implement the transportation program outlined in Exhibit K, Section 8 by completely ignoring its commitment to institute a Clipper Card transit subsidy program.

CPMC is in compliance with its commitment to institute a Clipper Card transit subsidy program. The commitment is defined by CPMC's Transportation Demand Management Program (TDM). The TDM specifies date ranges during which plan components should be implemented. 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.

To provide further information in response to SFHHJJ's comments, City staff requested CPMC to provide further detail on when the Clipper Card transit subsidy program would be implemented. CPMC provided the following statement:

Section 5 of Development Agreement (DA) Exhibit K specifies that CPMC shall implement the Transportation Demand Management Plans (TDM) dated April 1, 2013. The TDM Plan was prepared as part of the City's environmental impact report on CPMC's Long Range Development Plan. The document is on file with the lead agency (San Francisco Planning Department) and the San Francisco Municipal Transportation Agency. The commenter states that they have not been able to obtain a copy of the TDM Plan from Sutter/CPMC despite having asked in the past. Since the DA effective date, no known request has been made of CPMC by SFHHJJ for a copy of the TDM Plan. The document has been posted on the San Francisco Planning Department website.

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 to set up a master account for employees with the Clipper Card Program 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. That being the case, the transit subsidy element can be implemented as early as 2015 but no later than 2018. This particular component of the TDM plan is tied to the sizable staff population shift away from the Pacific and California campuses that will occur with the opening of the new hospital at Van Ness and Geary, a transit rich corridor which will be further strengthened with the completion of the Van Ness Bus Rapid Transit (BRT) line. CPMC will be contributing \$5,000,000 to the BRT project and plans to implement the transit subsidy commitment to align with the anticipated completion of the BRT project in 2018. The subsequent elements of the transit subsidy commitment outlined in Section 8b of Exhibit K would be implemented at that time and thereafter.<sup>2</sup>

3. Sutter/CPMC's commitment to provide hospital and specialty care service to 1,500 Tenderloin residents in the San Francisco Health Plan's Medi-Cal Managed Care Program may not be met.

CPMC's obligations under the Development require:

MSO Providers. CPMC shall contract with at least two (2) Management Services Organizations (or its equivalent, such as an independent physician association or, in the event the Program changes its business model to provide MSO services, the Program) participating in the Medi-Cal managed care program (each, an "MSO") through the Program. CPMC shall contract with an existing 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. If a new MSO with a primary care provider base located in the Tenderloin becomes available before December 31, 2015, then CPMC shall contract with such MSO to satisfy this commitment for 1,500 New Enrollees, and CPMC may not avoid this commitment based upon CPMC's satisfaction before that date of the New Medi-Cal Beneficiaries Commitment from other MSOs in other locations of the City. In other words, if a new MSO serving the Tenderloin is formed after CPMC has 5,400

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<sup>2</sup> Email from Vahram Massehian, CPMC to Elizabeth Watty, Assistant Director of Current Planning July 30, 2014.

New Enrollees, then CPMC must still seek to enroll 1,500 New Enrollees from the Tenderloin-serving MSO during this period.

CPMC and the City acknowledge that there is currently no eligible MSO with a primary care provider base located in the Tenderloin, and nothing in this Agreement (except as set forth in Section 3 below with respect to the Innovation Fund) requires CPMC to establish or participate in establishing, maintaining or funding an MSO in the Tenderloin or elsewhere. If there continues to be no MSO with its provider base located in the Tenderloin, then CPMC shall, following consultation with the DPH Director, contract with a new MSO reasonably acceptable to the DPH Director with a primary care provider base that is located outside of the Tenderloin but that serves Tenderloin residents. In the event there is no such new MSO serving Tenderloin residents, then CPMC shall meet its New Medi-Cal Beneficiaries Commitment by contracting with an existing MSO, if available, to the extent the MSO has the capacity to accept New Enrollees.<sup>3</sup>

There continues to be no available MSO with a provider base located in the Tenderloin with which CPMC could contract for new enrollees. During the last year, the Innovation Fund provided funding to a group of eight clinics that came together to determine whether they could create a new MSO that could partner with CPMC to meet this requirement. Analysis performed by a consultant hired by these clinics revealed that such an MSO would not be financially or operationally feasible. The Innovation Fund Advisors are continuing to work with the clinics to determine whether there are other options for meeting the overall goal of increasing access to quality care for Tenderloin residents. These options include enhancements that would expand access to primary care and support services in an effort to avoid unnecessary emergency room use and hospitalization, as well as alternative managed care arrangements. Staff from the Department of Public Health, through quarterly meetings established with SFHHJ will continue to provide updates as discussions continue.

#### **4. The DA's annual review process is inadequate to ensure timely, effective oversight of the DA.**

The annual review process for the CPMC Development Agreement is provided in section 8 of the Development Agreement. This section was developed with the input of representatives from the SFHHJ. The annual review process is intended to provide the public and the City with the most accurate information available to inform findings of compliance. It also aims to provide interested parties with the time needed to compile and review the evidence supporting these findings.

This formal process is supplemented by several more informal opportunities for SFHHJ, and other members of the public, to engage in monitoring and review of the Development Agreement. Specifically, City staff in several departments, including the Department of Public Health (DPH), the Office of Economic and Workforce Development (OEWD) – Workforce Division, and the San Francisco Municipal Transportation Agency (SFMTA) have established quarterly meetings with SFHHJ to create a regular process for following up on concerns relating to the implementation of the CPMC Development Agreement. Other departments, including the Planning Department, Mayor's Office of Housing and Community Development (MOHCD), and the Mayor's Office have made staff available to answer questions on an as needed basis.

**Requests for Information:** SFHHJ also requested additional information not submitted in CPMC's 2013 Compliance Statement. To the extent the information was available to City staff it is provided after the response to comments. In

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<sup>3</sup> Development Agreement, Exhibit F Sec. 2 (f).

the event information was not available as of the publishing of this report, it will be shared with SFHHJ as it becomes available.

**1. How many entry –level operations positions Sutter/CPMC sought to fill during the review period (i.e., August 10 – December 31, 2013).**

CPMC provided OEWD with 74 Job Notifications from August 10, 2013 to June 30, 2014 as follows:

<b>Requisition</b>	<b>Project Year (Aug-13 to Jun-14)</b>
Housekeepers	15
Food Service Aide	5
Cooks	5
Security Officers	6
Transporter/Transport Aide	5
Clerk/Receptionist	1
Phlebotomy/Specimen Handling Lab Aide	2
EKG Technician	1
Medical Assistant	5
Rehabilitation Aide	1
Aquatic Instructor	1
Pathology Lab Accessioner	2
Client Services Representative	1
Patient Services Representative	3
Patient Registration Representative	7
Point of Service Specialist	1
PBX Operator	2
Certified Home Health Aide	1
Certified Nursing Assistant	1
Hospital Attendant	4
Certified Hospital Attendant	1
Unit Coordinator	1
Emergency Department Technician	3
<b>Total</b>	<b>74</b>

**2. What systems OEWD has instituted to monitor that Sutter/CPMC does indeed submit all required job notifications/requisitions to OEWD for such entry-level opening and appropriately applies the “urgent need” exemption.**

OEWD meets regularly with representatives from CPMC’s Human Resources Department. Weekly check-ins are held between OEWD and CPMC to review open requisitions generated by CPMC’s Human Resource Management System. OEWD tracks all open requisition activity system-wide including type, number and referrals to individual requisition numbers.

Annually, CPMC provides OEWD with employer projections that details the number of estimated openings for all the applicable positions contained within the Development Agreement. OEWD monitors these projections against actual positions received on a monthly basis.

CPMC has not had any “urgent need” to fill any positions immediately.

- 3. What systems OEWD has instituted to monitor that Sutter/CPMC does not review any other applications or make any other hires during the exclusive 10-business-day window reserved for OEWD-referred applicants and that it does in fact review all OEWD-referred applicants.**

As referenced above, OEWD tracks all open requisition activity system-wide, including type, number and referrals to individual requisition numbers. OEWD reviews the hiring reports generated by CPMC’s Human Resource Management System and monitors the hire dates of persons hired outside of the Workforce System, and also ensures that there is no hiring activity within the exclusive 10-business day window reserved for System Referrals. Additionally, during the weekly check-ins between OEWD and CPMC, the status of all System Referrals is reviewed and updates are provided on where System Referrals may be in the hiring process. OEWD and CPMC also discuss general feedback on candidates and discuss strategies for enhancing and maximizing the hiring and retention of all System Referrals.

- 4. The number of entry-level operations positions Sutter/CPMC claimed an urgent need to fill during the review period and what procedures and standards OEWD has established to monitor and assess Sutter/CPMC’s assertions of such an exemption.**

CPMC has not had any “urgent need” to fill any positions immediately. CPMC has shared that they do not anticipate needing any exemptions, and they will continue to prioritize System Referrals past the 10 day window of First Source as required by the Development Agreement.

If CPMC does determine that there is an urgent need to fill a position immediately in order to perform essential functions of its operations, OEWD has established the following protocol:

- CPMC must make a request in writing to OEWD with justification as to the urgency to fill the position. This justification must include:
  - The type of requisition CPMC is claiming as part of the exemption;
  - The skill-set required for qualification; and
  - An explanation of the urgency.
- These claims will be reviewed on a case-by-case basis by OEWD and an exemption determination will be made within three business days.

- 5. All efforts and systems OEWD has implemented, or intends to implement, to reach out to the target neighborhoods identified in the DA, to train and recruit applications for entry-level operations positions from those neighborhoods, and to encourage and track Sutter/CPMC’s hiring of residents in those neighborhoods.**

OEWD will continue to closely monitor the performance of CPMC. OEWD will also continue to leverage its Sector Academies and work with its network of Community Based Organizations and Access Points, specifically targeting the Western Addition, Tenderloin, Mission/SOMA, Outer Mission/Excelsior, Chinatown and Southeastern neighborhoods, and offer the following:

- Large scale group interviews and hiring events in partnership with the Neighborhood Access Points. Prior to each event, Neighborhood Access Points will conduct prescreening events in order to ensure a match for CPMC requisitions.

- Information sessions and employer spotlight events in targeted neighborhoods with primary stakeholders. CPMC opportunities and detailed information about the CPMC application and hiring process will be presented.
- Wider distribution of CPMC job announcements through multiple channels. Currently OEWD distributes CPMC job announcements to over 50 Community Based Organizations (CBOs) and agencies through email.
- Focused small and large group workshops on how to apply to CPMC positions and maximize success in the CPMC hiring process.

Five (5) of the six (6) System Referrals that were hired by CPMC reside in the impacted communities specified in the Development Agreement, specifically Outer Mission/Excelsior, Mission/SOMA, Western Addition, and Southeastern neighborhoods.

OEWD will also continue to work closely with CPMC and the San Francisco Foundation to ensure the Workforce Fund prioritizes programs and services that accelerate and maximize the training and recruitment of residents from the targeted neighborhoods.

6. **If the financial feasibility assessment for an MSO/IPA with a primary care provider based in the Tenderloin is positive, the likelihood of its establishment and contracting with Sutter/CPMC before the end of 2015 to provide hospital and specialty care services to 1,500 Medi-Cal beneficiaries from the Tenderloin.**

Analysis performed by a consultant hired by these clinics revealed that such an MSO would not be financially or operationally feasible.

7. **If the feasibility assessment for an MSO/IPA with Tenderloin-based primary care providers is negative, or if the MSO/IPA cannot be launched in time, the City's back-up plan to ensure that 1,500 Medi-Cal beneficiaries from the Tenderloin receive hospital and specialty care services.**

The Innovation Fund Advisors are continuing to work with the clinics to determine whether there are other options for meeting the overall goal of increasing access to quality care for Tenderloin residents. These options include enhancements that would expand access to primary care and support services in an effort to avoid unnecessary emergency room use and hospitalization, as well as alternative managed care arrangements. Staff from the Department of Public Health, through quarterly meetings established with SFHHJ will continue to provide updates as discussions continue.

## **EXHIBIT A**

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

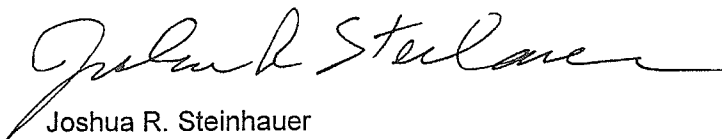
Dear Mr. Rahaim:

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,



Joshua R. Steinhauer

cc: Ken Rich  
Charles Sullivan  
Audrey Pearson

Coblentz  
Patch Duffy  
& Bass LLP

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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: 11.22-13

## **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.

(a) There shall be a committee of Workforce Fund advisors (the "**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,

(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. Miscellaneous. This Workforce 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 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.

13. Time. Time is of the essence of this Workforce 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 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

By: 

Its: President

Dated: 10/9/13

**GRANTEE**

San Francisco Foundation,  
a California nonprofit public benefit  
corporation

By: 

Its: 10.14.13

Dated: CFO

APPROVED AS TO FORM:

DENNIS J. HERRERA,  
City Attorney

By: 

Deputy City Attorney  
City and County of San Francisco

AGREED AND ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO

By: Rhonda K. Gamm

Its: DIRECTOR OF WORKFORCE 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) Allowable Costs: The costs of Grantee allocable to the Innovation 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 Innovation Fund Agreement.

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

(e) Innovation Fund Balance: 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) 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) Project: 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. Purpose. 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. Innovation 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 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. Investment Instructions. 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. Committee of Fund Advisors.

(a) There shall be a committee of Innovation Fund advisors (the "**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

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 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. Initial Program Goals and Allocation. 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) 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 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) 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 Innovation Fund Balance in accordance with this Agreement.

9. Allowable Costs. 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) 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:

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) 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.

2/21/06 (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).

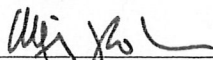
12. Miscellaneous. This Innovation Fund Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into between California residents and wholly to be performed in California. This Innovation Fund Agreement constitutes the entire 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. Time. 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

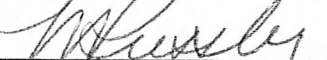
By: 

Its: President

Dated: August 7, 2013

**GRANTEE**

San Francisco Foundation,  
a California nonprofit public benefit  
corporation

By: 

Its: CFO

Dated: 8/30/13

APPROVED AS TO FORM:

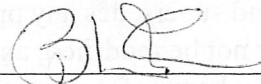
DENNIS J. HERRERA,  
City Attorney

By: 

Deputy City Attorney  
City and County of San Francisco

AGREED AND ACCEPTED:

**CITY AND COUNTY OF SAN FRANCISCO**

By: 

Its: Director of Public Health

Dated: 8/8/13

## **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)
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.	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.
<b>Governance, Leadership and Workforce:</b>			
2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.	Senior leadership roles support and promote CLAS through policies, practices and allocated resources.	Guideline: address culturally competent care	Administrative policies are updated/reviewed every three years and monitored by the Policy & Procedure Committee.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.	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	1. Language capacity of staff and voluntary equal employment opportunity metrics collected and tracked through HR system. 2. CPMC engages in affirmative action planning and metrics are tracked annually. 3. 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.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.	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.
<b>Communication and Language Assistance:</b>			
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	1. Number of activities on interpreting by language groups & interpreting modalities (in person, telephonic, remote video). 2. LEP census by campus. 3. Accuracy of LEP needs in the Sutter Electronic Health Record. 4. Daily activities of on-site language interpreters taking non pre-scheduled requests
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.	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.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.	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	1. Current information about Qualified Bilingual Staff (certified at Medical/Basic level by external independent agency) maintained and publicized on institutional intranet. 2. Quality assurance program in place to ensure competency of vendor in person interpreters. 3. Certified staff interpreters activities, efficiency and competency monitored regularly
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.	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	
9. 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 and operations.	Guideline	Administrative policies 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.
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.	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 Health. 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 OSHPD 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.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.	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 Health. 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 <u>Steering Committee</u> .
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.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.	Communicated through website, staff meeting and city-wide partnerships.	Recommendation	Communications works with Senior Management to broadcast updates through internal and external channels.