

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

2013 COMPLIANCE STATEMENT

and

INCLUDING HEALTHCARE COMPLIANCE REPORT

(August 10, 2013 Effective Date – December 31, 2013)

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1. COMPLIANCE STATEMENT

This Compliance Statement is submitted under Section 8 of the Development Agreement demonstrating compliance with the Development Agreement obligations, including, without limitations, (i) the Hospital Commitment, (ii) each of the Community Commitments, including each of the Healthcare Obligations described in Exhibit F of the Development Agreement, and (iii) reimbursement of City Costs. See Section 8.2.1.¹ Compliance with the Healthcare Obligations is separately and described in the Healthcare Compliance Report, attached hereto as Attachment 1.

2. SCHEDULE AND PHASING PLAN – HOSPITAL COMMITMENT

2.1 Construction Schedules

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

a. Van Ness and Geary Campus - Construction Activity

i. Hospital

- Abatement and demolition of the existing buildings on the hospital site began in September 2013 and are expected to last approximately 8 months.
- Shoring and excavation is expected to begin in May 2014 and is expected to last approximately 6 months.
- Tunnel construction is scheduled to begin in September 2014 and last approximately 9 months, to about May, 2015.

ii. Medical Office Building.

- Construction mobilization at the MOB site is expected to begin at about the end of 2014.
- Abatement and demolition of the existing buildings are expected to begin in about January 2015.

¹ All Section and Exhibit references are to the Development Agreement unless otherwise noted. Unless separately defined, capitalized terms have the meaning provided in the Development Agreement.

Schedule 1 – Van Ness and Geary Campus

Sutter Health CPMC Van Ness and Geary Campus - Construction Schedule								
2/14/14	2013	2014	2015	2016	2017	2018	2019	2020
Van Ness & Geary Campus								
Hospital								
Mobilization, Demolition, Excavation & Shoring								
Tunnel Construction								
Hospital Construction								
Training, stocking and licensing								
Medical Office Building								
Mobilization, Demolition, Excavation & Shoring								
Medical Office Building Construction								
Training and stocking								

b. Replacement Hospital at the St. Luke's Campus– Construction Activity

- Tree removal around the project area is expected to commence in May 2014.
- 24" water line will commence installation in May 2014 and is expected to last approximately 4 months.
- San Jose Avenue Utility relocation to allow for construction of the new hospital (San Jose Avenue CPMC Project) is projected to begin in May 2014 and is expected to last approximately 6 months.
- Work on a temporary loading dock is projected to commence in May 2014 and is expected to last approximately 6 months.
- Excavation of the new hospital site, subject to issuance of required OSHPD permit (Increment 1 submitted February 3, 2014), is anticipated to commence in the fall of 2014.

Schedule 2 – St. Luke's Campus

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

2.2 Milestones

- Milestone Completion Notice. CPMC provided a Milestone Completion Notice (see Attachment 5) to the City on February 28th 2014, as required by Section 4.2.3, indicating completion of the first two Milestones. As indicated in the Milestone Table below, the submittal of Increment 1 to OSHPD occurred on February 3, 2014 and, accordingly, this Milestone is satisfied approximately a year ahead of the Milestone Schedule. There are no anticipated material delays in meeting future Milestones, assuming continued cooperation with OSHPD.

- b. Milestone Table. The Milestone Table below describes CPMC's Compliance with the Schedule and Phasing Plan, Exhibit C.

Date	Milestone	Status
On or before May 11, 2016	Completion of San Jose Avenue City Project	Complete - 7/29/2013
On or before the later of February 1, 2015 or 18 months from the Effective Date	Submit St. Luke's Increment 1 to OSHPD for the St. Luke's Campus Hospital	Complete - 2/3/14
On or before twelve (12) months after submission of Increment 1 to OSHPD for the St. Luke's Campus Hospital	Commencement of construction of the San Jose Avenue CPMC Project	Not yet due. Anticipated: May 2014
On or before eighteen (18) months after submission of Increment 1 to OSHPD for the St. Luke's Campus Hospital	Receipt of Increment 1 permit from OSHPD for the St. Luke's Campus Hospital	Not yet due. Under OSHPD review.
On or before three (3) months after receipt of Increment 1 permit from OSHPD for the St. Luke's Campus Hospital	Commencement of Shoring/Excavation Work for the St. Luke's Campus Hospital	Not yet due. Anticipated – Fall 2014 – subject to issuance of OSHPD Increment 1 Permit.
On or before twenty (20) months from Commencement of Shoring/Excavation Work for the St. Luke's Campus Hospital	Completion of Exterior Work for the St. Luke's Campus Hospital	Not yet due.
On or before forty-two (42) months from receipt of Increment 1 permit from OSHPD for the St. Luke's Campus Hospital	Notice of Completion of Construction of St. Luke's Campus Hospital provided to the City	Not yet due.
St. Luke's Campus Hospital Opening Deadline: On or before twenty four (24) months from the Opening of the Cathedral Hill Campus Hospital	Notice of Opening of the St. Luke's Campus Hospital provided to the City	Not yet due.

3. COMMUNITY COMMITMENTS

3.1 Workforce Agreement (Exhibit E)

- a. First Source Entry Level Hiring.

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

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

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

Construction hiring goals are to have 30% of the total hire hours performed by San Francisco Workforce, including 50% for new apprentice positions. Construction contractors on the hospital replacement projects hired San Francisco residents for 36% of the total 2013 construction hours. For the four months of 2013 that this Statement covers, apprentice opportunities were limited given the specialization needed by the major trades on the first phases of work. CPMC is working with CityBuild to meet the goal of 50% for new apprentice construction hours.

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

The goal for the LBE program is 14% San Francisco based business contracting. 10% of the total construction work in 2013 was been performed by San Francisco based businesses including 31% of the tenant improvement work for the 1200 Van Ness Construction Site Office being performed by San Francisco based businesses. The 1200 Van Ness construction project office is in the old Circuit City store located at Van Ness and Post Street which closed five years ago and remained vacant until the hospital replacement project at Van Ness and Geary started in 2013.

- d. Payments. CPMC has met its Development Agreement obligations to provide funds for workforce training programs.
 - i. The first installment for Workforce training of \$1,000,000 was paid on 9/4/2013; and
 - ii. The second installment of \$2,000,000 was paid on 11/25/2013:

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

3.2 Community Healthcare Program (Exhibit F)

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

3.3 Housing Program (Exhibit G)

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

- a. Replacement Fees. CPMC paid existing City replacement fees of \$4,138,620 for demolition of existing residential units at the site of the Cathedral Hill MOB on 9/4/2013.
- b. Affordable Housing Payments. CPMC made the two required Affordable Housing payments as follows:
 - The first installment of \$2,400,000 was paid on 9/4/2013; and
 - The second installment of \$6,700,000 was paid on 11/25/2013.

3.4 Public Improvements (Exhibit H)

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

- The first installment totaling \$1,100,000 was paid on 9/4/2013; and
- The second installment totaling \$1,725,000 was paid on 11/25/2013.

These payments covered pedestrian and traffic safety surrounding the Cathedral Hill Campus, lighting and pedestrian safety surrounding the Tenderloin, a safe passage grant for the Tenderloin, traffic safety and enforcement around the Pacific and California campuses and a grant for Duboce Park.

3.5 Transportation Program (Exhibit K)

- a. Payments. CPMC has made all required payments for transit improvements and bicycle studies, as follows:
 - The first installment of payments totaling \$2,100,000 for Transit/BRT improvements were paid on 11/25/2013; and
 - CPMC paid \$400,000 for bicycle studies on 9/4/2013.
- b. TDM. CPMC has certain survey and other obligations in connection with the enhanced Transportation Demand Management (TDM) Plan. These obligations commence in 2015. The existing elements of the TDM program that continue to be implemented by CPMC include employee and visitor/patient park pricing, transit subsidies, commuter check, carpool, carshare, bicycle, emergency ride and courtesy ride home programs. See Attachment 6.

4. PAYMENT SCHEDULE AND REIMBURSEMENT OF CITY COSTS

- a. Payments. CPMC has made all required payments to date. Attachment 2 outlines CPMC compliance with all of its payment obligations, including payment obligations under Exhibit F Healthcare Program, and as further described in Attachment 1, Healthcare Compliance Report.
- b. Reimbursements. CPMC has made all required reimbursement payments. In calendar year 2013, The City (OEWD and City Attorney) invoiced CPMC a total of \$11,849.17. (Aug.-Dec.) Said sum was paid in full by May 2, 2014. See Attachment 2.

5. INSTITUTIONAL MASTER PLAN UPDATE

The Development Agreement provides that the Compliance Statement generally satisfies the requirements for and is submitted in lieu of any IMP Update otherwise required pursuant to Planning Code Section 304.5(b). The Compliance Statement and this Agreement shall also satisfy the requirements of Health Commission Resolution No. 02-10. See Section 8.2.1. Per the requirements of Section 304.5, an update is required every two years, with CPMC filing updates in October of 2011 and April of 2013.

CPMC Development Agreement						
DA Compliance Statement Summary						
Fiscal Year 2013						
Item	Section	Commitment	Commitment Start Date ¹	Commitment End Date	Compliance Statement	Supporting Documentation
Compliance Statement	DA 8.2.1	Within 150 days following the end of year, CPMC shall provide a report to the Planning Director showing compliance, if and to the extent required under this Agreement, with (i) the Hospital Commitment, (ii) each of the Community Commitments, including the Healthcare Compliance Report and (iii) the provisions of this Agreement regarding reimbursement of City Costs.	11/08/2013	11/08/2023	In compliance. Compliance Statement submitted on 5/28/14	Compliance Statement and Attachments 1-5
Construction Schedule	DA 4.2.3	Keep the City informed of progress in satisfying the Hospital Commitment by reporting to the City on the timing and progress of the construction at the St. Luke's Campus and the Van Ness and Geary Campus	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Construction Schedules
Milestone Completion Notice	DA 4.2.3	Provide notice to the City confirming the completion of milestones	11/08/2013	11/08/2019	In compliance.	Compliance Statement, Attachment 5
Schedule and Phasing Milestone Table	Exhibit C	Update Milestone Table with schedule and phasing updates as information becomes available	11/08/2013	11/08/2019	In compliance.	Compliance Statement, Milestone Table
First Source Entry Level Hiring	Exhibit E C.3	Good faith efforts to fill 40% of available entry level positions with System Referrals	11/08/2013	11/08/2023	In compliance. CPMC, in coordination with OEWD, is making the required good faith efforts regarding the First Source Entry Level Hiring Goal	Compliance Statement Attachment 3
Workforce Training Payment	Exhibit E D	Provide \$4,000,000 to the City as a contribution to the City's programs that provide workforce training to economically disadvantaged residents. Such payments shall be payable as follows: \$1,000,000 paid to OEWD within thirty days after the Effective Date, and managed by OEWD/CityBuild. The remainder of \$3,000,000 shall be paid to the San Francisco Foundation in accordance with Payment Schedule, Exhibit N	11/08/2013	11/08/2014	In compliance.	Compliance Statement Attachment 2
Construction Hiring	Exhibit E A.5a	Good faith efforts to fill 50% of new entry-level positions for non-union administrative and engineering candidates	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Attachment 4
Construction Hiring	Exhibit E A.5b	Good faith efforts to fill 50% of new entry-level positions for administrative and engineering internship candidates	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Attachment 4
Construction Hiring	Exhibit E A.5d	Good faith efforts to fill 30% of trade hours worked by new and core opportunities for union journeymen and apprentices	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Attachment 4
Construction Hiring	Exhibit E A.6e	Good faith efforts to fill 21% of hours for new union apprentices by System Referrals	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Attachment 4
Construction Hiring	Exhibit E A.7b	Good faith efforts to fill 50% of new Entry-Level Positions for union apprentice candidates	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Attachment 4
Construction	Exhibit E B.4	Good faith effort to Contract with Local Business Enterprises 14% of the value of all Contracts	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Attachment 4
Construction	Exhibit E B.4b(i)	Create Workforce Development Group	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Attachment 4
Community Health Program	Exhibit F	23 various commitments	Varies	Varies	In compliance.	Compliance Statement, Attachment 1
Housing Program	Exhibit G	City replacement fees for demolition of existing residential units at the site of the Cathedral Hill MOB and Affordable Housing payments	11/08/2013	11/08/2017	In compliance.	Compliance Statement, Attachment 2
Public Improvements	Exhibit H	Public Improvements and pedestrian safety measures	11/08/2013	11/08/2016	In compliance.	Compliance Statement, Attachment 2
Transportation Program	Exhibit K	Payments for transit improvements and bicycle studies and TDM Plan	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Attachments 2 and 6
Payment Schedule and Reimbursement of City Costs	DA 4.7	Pay City costs incurred for review of annual DA compliance	11/08/2013	11/08/2023	In compliance.	Compliance Statement, Attachment 2
Institutional Master Plan Update	DA 8.2.1	Compliance Statement satisfies the requirements for and is submitted in lieu of IMP Update	11/08/2013	11/08/2023	In compliance.	Compliance Statement, IMP Update

ATTACHMENT 1 HEALTHCARE COMPLIANCE REPORT

CPMC Development Agreement						
Healthcare Compliance Report						
Fiscal Year 2013						
Item	Section	Commitment	Commitment Start Date ¹	Commitment End Date	Compliance Statement	Supporting Documentation
Baseline Commitment	1a	<u>Unduplicated Patient Commitment</u> : Care for a total of not less than 30,445 Unduplicated Patients.	11/08/2013	11/08/2023	In compliance. CPMC cared for a total of 5,687 Unduplicated Patients between 11/9/2013 and 12/31/2013. Because 2013 was the first fiscal year, the number of Unduplicated Patients to satisfy the Baseline Commitment is prorated on a per calendar day basis, for a target of 4,421 lives in 2013.	Deloitte & Touche Report
	1a	<u>Baseline Expenditure Commitment</u> : Spend at least \$8,000,000 for Community Benefits in San Francisco.	11/08/2013	11/08/2023	In compliance. CPMC spent a total of \$10,252,749 for Community Benefits in San Francisco in 2013 or a prorated amount of \$1,488,755 between 11/9/2013 and 12/31/2013. Because 2013 was the first fiscal year, the dollar amount to satisfy the baseline commitment is prorated on a per calendar day basis, for a target of \$1,161,644.	Deloitte & Touche Report
	1d	<u>Transition to Affordable Care Act</u> : Maintain Charity Care policies through 12/31/2015 that are no more restrictive than Charity Care policies in fiscal year 2011.	11/08/2013	12/31/2015	In compliance. CPMC maintained Charity Care policies that are no more restrictive than our Charity Care policies in Fiscal Year 2011. No changes were made to CPMC's Charity Care policies.	2013 Charity Care Policy
	1d	<u>Transition to Affordable Care Act</u> : Ensure Charity Care policies comply with California law and do not deny Charity Care patients access to inpatient services.	01/01/2016	11/08/2023	Not yet applicable. Obligation commences on 1/1/2016.	
	1e	<u>Bayview Child Health Center</u> : Provide financial and operational support for comprehensive pediatric primary care to residents of the Bayview area through the Center in a manner and amount generally consistent with the level of support in fiscal year 2011-2012.	11/08/2013	11/08/2023	In compliance. CPMC provided financial and operational support for the Bayview Child Health Center consistent with 2011-2012 levels.	Deloitte & Touche Report
New Medi-Cal Beneficiaries Commitment	2a	Continue to participate with a standard services agreement in the San Francisco Health Plan Medi-Cal managed care program in accordance with Section 2b.	08/10/2013	08/10/2023	In compliance. CPMC continues to have a standard services agreement with San Francisco Health Plan.	
	2b	Accept responsibility for providing hospital services for 5,400 additional Medi-Cal managed care beneficiaries and shall remain open to accepting all New Enrollees until the 5,400 additional Medi-Cal managed care beneficiaries are enrolled.	08/10/2013	08/10/2023	In compliance. CPMC enrolled 2,511 new Medi-Cal beneficiaries for a total of 17,129 enrollees. CPMC has accepted all new Medi-Cal beneficiaries through San Francisco Health Plan and North East Medical Services and remains open to accepting new enrollees. CPMC expects further growth in 2014 with the Medi-Cal Expansion under the Affordable Care Act. ²	San Francisco Health Plan Capitation Reports
	2f	Contract with at least 2 management services organizations (MSO) or equivalent participating in the Medi-Cal program. If an MSO becomes available with a primary care provider base in the Tenderloin before 12/31/2015, CPMC must contract with the MSO to care for 1,500 new enrollees.	08/10/2013	12/31/2015.	Not yet applicable. No available MSO with a primary care provider based in the Tenderloin exists. CPMC is contracted with one MSO, North East Medical Services.	

Item	Section	Commitment	Commitment Start Date ¹	Commitment End Date	Compliance Statement	Supporting Documentation
Innovation Fund	3a	Executed Innovation Fund Agreement in the form provided with The San Francisco Foundation. Create a committee of fund advisors to advise the Innovation Fund Foundation.	08/10/2013	10/07/2017	In compliance. CPMC executed the agreement with The San Francisco Foundation. The Committee was formed and CPMC appointed a member to provide disbursement advice.	
	3b	CPMC shall pay to the Innovation Fund Foundation \$8,600,000 in accordance with Exhibit N.	08/10/2013	10/07/2017	In compliance. Per Exhibit N, CPMC paid the Innovation Fund \$3,500,000 in 2013. The first payment of \$2,000,000 was made on 9/4/2013, within 30 days after the Effective Date. The second payment of \$1,500,000 was made on 11/26/2013, within 30 days of Finally Granted.	Innovation Fund Report.
	3c	Distribution of the Innovation Fund	08/10/2013	10/07/2017	In compliance. See Innovation Fund Report for distributions made in 2013.	Innovation Fund Report.
Sub-Acute Care Services	4	CPMC shall work with SFDPH and other hospital operators in good faith to develop specific proposals for providing Sub-Acute Care Services in San Francisco and present to the Health Commission by 6/30/2014, or such date as the participating hospitals and the Health Commission determine.	08/10/2013	06/30/2014 or such date as participating hospitals and Health Commission determine	In compliance. CPMC to commence work in 2014.	
Hospitals at the St. Luke's and Cathedral Hill Campuses	5a	St. Luke's Campus Hospital will be a 120-bed General Acute Care Hospital with comprehensive emergency services.	Within 24 months of the Opening of Cathedral Hill Hospital.	10 years	In compliance. CPMC expects to meet the St. Luke's Campus Hospital Opening Commitment. See Development Agreement Compliance Statement for construction and Milestone timeline.	
	5b	Additional 30 bed Space: The "shelled" space at Cathedral Hill Campus Hospital shall not be built-out for and placed into operation 30 licensed acute care beds until after the St. Luke's Campus Hospital is opened and has a daily census as outlined in Section 5b of Exhibit F.	Refer to Section 5b of Exhibit F.	10 years	Not yet applicable. Subject to completion of Cathedral Hill Campus Hospital and St. Luke's Campus Hospital utilization.	
St. Luke's Campus	6a(i)	Provide the services listed in Section 6aiA-C at St. Luke's Campus Hospital.	Opening of St. Luke's Campus Hospital.	10 years	Not yet applicable. Obligation commences after St. Luke's Campus Hospital Opens.	
	6a(ii)	Establish, operate, and maintain a Center of Excellence in Community Health at the St. Luke's Campus.	Opening of St. Luke's Campus Hospital.	10 years	Not yet applicable. Obligation commences after St. Luke's Campus Hospital Opens.	
	6a(iii)	Establish, operate, and maintain a Center of Excellence in Senior Health at the St. Luke's Campus.	Opening of St. Luke's Campus Hospital.	10 years	Not yet applicable. Obligation commences after St. Luke's Campus Hospital Opens.	
	6b	<u>St. Luke's Campus Medical Office Building</u> : CPMC shall submit a proposal for development at the St. Luke's Campus Medical Office Building to the Sutter West Bay Board or give the City the option if construction has not started within 5 years after the Opening of the St. Luke's Campus Hospital.	Refer to Section 6b(i)	10/08/2023	Not yet applicable. Obligation commences after St. Luke's Campus Hospital Opens.	

Item	Section	Commitment	Commitment Start Date ¹	Commitment End Date	Compliance Statement	Supporting Documentation
Integration of St. Luke's Medical Staff and Patient Quality Outcomes	7	CPMC shall continue its good faith efforts at the clinical integration of medical staffs at the St. Luke's Campus, with the medical staffs at its other campuses, and on quality improvement initiatives for the purpose of improving patient quality of care at all of the CPMC Campuses.	10/08/2013	10/08/2023	In compliance. CPMC is making good faith efforts to integrate medical staffs and patient quality outcomes at all four campuses. CPMC now has the same physician groups providing services at all four campuses in the following specialties: Internal Medicine Hospitalists, Pediatric Hospitalists, Emergency Medicine, Radiology, Pathology, Oncology, Neurology, and Anesthesia. Efforts to further integrate medical staff and quality improvement initiatives are ongoing.	
Participation in the Community Benefits Partnership	8	CPMC shall continue to actively participate in the Community Benefits Partnership, or its successor, to prepare a community benefit plan for submittal to OSHPD.	10/08/2013	10/08/2023	In compliance. CPMC actively participated in the Building a Healthier San Francisco (BHSF) Task Force and needs assessment process for submission to OSHPD. CPMC also actively participates in BHSF's successor, San Francisco Health Improvement Partnership (SFHIP).	
Service Agreements with Chinese Hospital	9	CPMC shall continue to provide pediatric, obstetric, and certain tertiary services to Chinese Hospital patients in a manner generally consistent with existing service agreements.	08/10/2013	08/10/2023	In compliance. During the period covered by this report, CPMC has continued to provide services generally consistent with existing service agreements.	
Culturally and Linguistically Appropriate Services	10	CPMC shall deliver at all campuses culturally and linguistically appropriate services that are representative of San Francisco's diverse communities and are in accordance with the mandates, guidelines and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS).	08/10/2013	08/10/2023	In compliance. CPMC delivers services at all campuses that are culturally and linguistically appropriate and in accordance with the mandates, guidelines, and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS).	CLAS Report
City Health Services System	11	For the period from 1/1/2014 to 12/31/2016, the negotiated fee for service increase for CPMC shall not exceed 5% annually as compared to the prior calendar year fee for service rates, and for the following 7 years CPMC shall limit annualized increases to no more than the Medical Rate of Inflation plus 1.5%.	01/01/2014	12/31/2024	Not applicable for initial 2013 Fiscal Year compliance period.	

¹ 8/10/2013 indicates commitments on the Development Agreement Effective Date
11/8/2013 indicates commencement on the date Approvals were Finally Granted

² There is a clerical error at the end of Sec.2.b. of Exhibit F, in that the number of existing enrollees as of January 1, 2012, should be stated to be 12,140, rather than 14,850. CPMC would suggest that this figure be corrected for future reference. The 14,850 figure referenced in the Development Agreement double counts Healthy Families members-- including Healthy Families as a separate count and as part of the Medi-Cal enrollees. This clerical correction does not affect CPMC's New Medi-Cal Beneficiaries Commitment, which remains at 5,400.

EXHIBIT A



Deloitte & Touche LLP
555 Mission Street
San Francisco, CA 94105-2230
USA

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

May 9, 2014

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

Dear Mr. Yu:

In accordance with our Statement of Work dated April 28th, 2014, this report summarizes the results of the assessment of unduplicated patients performed by Deloitte & Touche LLP ("D&T") as requested by Sutter Health ("Company" or "Sutter" or "CPMC").

At your request, we performed an assessment of the unduplicated patients to be reported by CPMC to the City of San Francisco related to the development agreement between CPMC and the City of San Francisco to build a new hospital on the CPMC campus. This assessment of unduplicated patients, as defined in the agreement between CPMC and the City of San Francisco, included evaluating whether the number of unduplicated patients treated at the following CPMC campuses: California, Davies, Pacific and St. Luke's, from November 9th to December 31st, 2013, reasonably represents and is supported by CPMC's Patient Accounting records .

Our procedures included the following:

- D&T conducted interviews with key business managers to understand the process and calculations of unduplicated patients to identify Medi-Cal and Charity Care patients, and consider whether the process is consistent with the prior year and as previously understood by D&T.
- D&T obtained from CPMC the patient details from the Period for Medi-Cal and Charity Care patients and perform data analytics on the received data to determine number of unduplicated Medi-Cal and Charity Care patients.
- D&T performed data analysis on the unduplicated patient listings, starting with raw data extracted from the patient accounting system, to evaluate whether any duplicate patients are included in the listings from November 9th to December 31st, 2013.
- D&T selected a random sample of 50 patients and evaluated supporting documentation provided by CPMC that supports CPMC's classification of the patient as Medi-Cal or Charity Care recipient.
- D&T's methodology used in the procedures were consistent with those used in the review of the baseline periods for calendar years 2009 through 2012.

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

CPMC has informed us that on an annual basis, 30,445 unduplicated patients were committed based on the development agreement. The prorated allocation of unduplicated patients, based on the commitment, was 4,421 for the period November 9th to December 31st, 2013. Based on the procedures performed above, the unduplicated patient count of 5,687 developed by CPMC exceeds the commitment, appears reasonable and reflects the number of Medi-Cal and Charity Care patients treated during November 9th to December 31st, 2013 at the California, Davies, Pacific and St. Luke's campuses of CPMC as reflected in the CPMC Patient Accounting records.

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

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

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

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

CPMC acknowledges that neither the services nor the Deliverable express or will express an opinion or any other form of assurance. The engagement is limited in nature and does not comprehend all matters relating to CPMC that might be pertinent or necessary to CPMC or the Recipient. CPMC acknowledges that it is solely responsible for providing accurate and complete information requested by D&T for its services under the Statement of Work date April 28th, 2014. The Deliverable may not address all the questions that the Recipient may have. The Deliverable cannot be relied on to disclose errors or fraud should they exist. The Deliverable also may contain sensitive and candid comments about CPMC, Sutter or the engagement that may be subject to interpretation.

Very truly yours,

Deloitte & Touche LLP

By: Edwin W Byers

Ed Byers
Principal

EXHIBIT B



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

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

May 9, 2014

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

Dear Mr. Yu:

In accordance with our statement of work ("SOW") dated April 28, 2014, this report summarizes the results of the assessment of community benefits expense performed by Deloitte & Touche LLP ("D&T") as requested by Sutter Health ("Company" or "Sutter" or "CPMC").

At your request, we performed an assessment of the baseline expenditure commitment related to the development agreement between CPMC and the City of San Francisco. Our work included an assessment of the processes and internal controls over the recording of "community benefit" Category 3 costs including a reconciliation of incurred costs from the period of January 1, 2013 to December 31st, 2013 and whether they meet, at a minimum, the \$8,000,000 threshold established by the City of San Francisco. The assessment also includes validation that the expense items and their categories align to community health benefits category guidelines from the City of San Francisco.

Our procedures included the following:

- D&T reviewed the Community Healthcare Program contract to understand the contractual requirements between CPMC and the City of San Francisco. D&T also reviewed the city guidelines charter to determine what expenses can and should be considered Category 3, expenses as defined in the Catholic Health Association of the United States brochure, [A Guideline for Planning and Reporting Community Benefits](#) (CBISA).
- D&T obtained the list of expenses from CPMC under the Community Health Benefits expense categories and gained an understanding of the process for recording costs. We evaluated the data for reasonableness through interviews and assessment of written processes of accounting for program funding and costs.
- Considering the full list of community benefit expenses (reported as \$10,252,749), D&T then performed the following procedures:
 - Selected individual projects, which in summary exceeded \$8,000,000.
 - Obtained transaction detail for each of these individual projects.
 - Selected 45 random transaction samples across the projects and performed the following procedures:
 - Compared the accuracy and completeness of the costs to the supporting documentation (e.g., accounting data, checks, and invoices)

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

- Assessed whether each of these 45 samples were valid category 3 CBISA expenses

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

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

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

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

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

CPMC acknowledges that neither the services nor the Deliverable express or will express an opinion or any other form of assurance. The engagement is limited in nature and does not comprehend all matters relating to CPMC that might be pertinent or necessary to CPMC or the Recipient. CPMC acknowledges that it is solely responsible for providing accurate and complete information requested by D&T for its services under the SOW dated April 28, 2014. The Deliverable may not address all the questions that the Recipient may have. The Deliverable cannot be relied on to disclose errors or fraud should they exist. The Deliverable also may contain sensitive and candid comments about CPMC, Sutter or the engagement that may be subject to interpretation.

Very truly yours,

Deloitte & Touche LLP

By: Edin W Byers

Ed Byers
Principal

EXHIBIT C



California Pacific
Medical Center

A Sutter Health Affiliate

Important Billing Information for Uninsured Patients at CPMC

Thank you for choosing California Pacific Medical Center (CPMC) for your hospital services. This handout is designed to help our uninsured patients understand our billing process, payment options, and services available. Uninsured patients are patients who have no health insurance or third-party payer source to assist with the payment of their hospital bill. This information applies only to your hospital bill and does not include any bills received from physicians, anesthesiologists, clinical professionals, ambulance companies, etc. that may bill you separately for their services.

Uninsured Patient Discount: CPMC offers a **20% discount** off of hospital inpatient charges and a **20% discount** off of outpatient charges at time of billing. An itemized bill reflecting your discount will be mailed to the address obtained at time of registration five to seven days after the service/discharge date. Please review your bill and contact us if you have any questions.

Payment Options

CPMC has many options to assist you with payment of your hospital bill.

Prompt-pay Discount: CPMC offers a prompt-pay discount option to our uninsured patients. If your account is paid in full within 30 days of your bill date you will receive an additional 20% discount off of the balance due.

Payment Plans: Patient account balances are due upon receipt. Patients may elect to make payment arrangements for their hospital bill. A Financial Agreement must be signed before the Patient Financial Services office can accept payment arrangements that allow patients to pay their hospital bills over time. These arrangements are interest-free for low income uninsured patients and certain income-eligible patients with high medical costs.

Medi-Cal & Government Program Eligibility: You may be eligible for a government-sponsored health benefit program. CPMC has staff available to assist you with applying for government assistance like Medi-Cal, Healthy Families, and California Children's Services to pay your hospital bill. This facility also contracts with organizations that may assist you further, if needed.

Healthy Families: You may obtain information about Healthy Families (California's low-cost, comprehensive medical, dental and vision care insurance program) by contacting the hospital's Patient Financial Services office.

Charity Program: Uninsured patients who have an inability to pay their bill may be eligible for charity assistance. The eligibility for charity is based on income and family size. All potential payer sources must be exhausted before a patient is eligible for charity. A charity application is attached.

Copies of this hospital's Uninsured Patient Discount Policy, Prompt Pay Discount Policy, Charity

Care Policy, as well as government program applications are available at our Patient Registration or Patient Financial Services offices. We can also send you copies if you contact our **Patient Financial Services office at 415-600-7280.**

Notice of Availability of Financial Estimates: You may request a written estimate of your financial responsibility for hospital services. Requests for estimates must be made during business hours. The estimate will provide you with an estimate of the amount the hospital will require the patient to pay for health care services, procedures, and supplies that are reasonably expected to be provided by the hospital. Estimates are based on the average length of stay and services provided for the patient's diagnosis. They are not promises to provide services at fixed costs. A patient's financial responsibility may be more or less than the estimate based on the services the patient actually receives.

The hospital can provide estimates of the amount of hospital services only. There may be additional charges for services that will be provided by physicians during a patient's stay in the hospital, such as bills from personal physicians, and any anesthesiologists, pathologists, radiologists, ambulance companies or other medical professionals who are not employees of the hospital. Patients will receive a separate bill for these services.

If you have any questions about written estimates, please contact Patient Financial Services at (415) 600-7280.

If you have any questions, or if you would like to pay by telephone, please contact Patient Financial Services office for CPMC at (415) 600-7280, or by e-mail at CPMCPFSBILL@sutterhealth.org.

**CPMC AND ST. LUKE'S HOSPITAL
FINANCIAL ASSISTANCE PROGRAM FOR LOW INCOME
UNINSURED PATIENTS
FREQUENTLY ASKED QUESTIONS**

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

Sutter West Bay Hospital offers Financial Assistance to our low-income, uninsured patients that meet the program eligibility requirements. Please refer to the document *Federal Poverty Guidelines for Charity Care* for the family income eligibility criteria.

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

Catastrophic medical coverage is also available for uninsured patients whose eligible medical bills exceed 15% of the patient's annual family income.

The Patient Financial Services Department will begin the eligibility determination process once they have received a completed application form along with your income verification documents. **Failure to submit a completed application and supporting documentation in a timely manner may result in denial of charity care.**

How Do I Apply For Financial Assistance?

Complete the attached form and return to the Sutter West Bay Patient Financial Services Office at the following address:

Sutter West Bay Patient Financial Services
2300 Clayton Road, 7th Floor
Concord, CA 94520
Phone: 800-710-7721
Fax: 415-558-5336

You must provide income documentation, such as tax return, pay stubs, or employer salary history, with your application to process your charity request.

The Patient Financial Services Office will process your application and may need to contact you as part of the application process and may request additional information. If you need assistance in completing the form please call 800-710-7721.

How Does The Notification Process Work?

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

STATEMENT OF FINANCIAL CONDITION

PATIENT NAME: _____ **SPOUSE:** _____
ADDRESS: _____ **PHONE:** _____
ACCOUNT #: _____
SSN #: _____ **SSN #:** _____
(Patient) (Spouse)

FAMILY STATUS: List all dependents that you support

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

EMPLOYMENT AND OCCUPATION

Employer: _____ **Position:** _____
Contact Person & Telephone: _____
If Self-Employed, Name of Business: _____
Spouse Employer: _____ **Position:** _____
Contact Person & Telephone: _____
If Self-Employed, Name of Business: _____

CURRENT MONTHLY INCOME

	Patient	Spouse
Wages or Income from Operating Business (if Self-Employed)	_____	_____
Add: Other Income:		
Interest and Dividends	_____	_____
From Real Estate or Personal Property	_____	_____
Social Security	_____	_____
Other (specify): _____	_____	_____
Alimony or Support Payments Received	_____	_____
Subtract: Alimony, Support Payments Paid	_____	_____
Equals: Current Monthly Income	_____	_____
Total Current Monthly Income	_____	_____
(add Patient + Spouse income from above)	_____	_____

FAMILY SIZE

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

	Yes	No
Do you have health insurance?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have other insurance that may apply (such as an auto policy)?	<input type="checkbox"/>	<input type="checkbox"/>
Were your injuries caused by a third party (such as during a car accident or slip and fall)?	<input type="checkbox"/>	<input type="checkbox"/>

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

(Signature of Patient or Guarantor)

(Date)

(Signature of Spouse)

(Date)

**Sutter West Bay Hospitals – CPMC and NCH
Federal Poverty Guidelines for Charity Care**

Eligibility Guide for January 24, 2013 to December 31, 2013: Use household income and size as calculated below in tables, identify eligibility for financial discount.

Family Size	Period	Federal Poverty Guidelines	If income is below 400% of FPG (shown below), eligible for full write-off
1	Annual	\$11,490	\$45,960
	Monthly	\$958	\$3,830.
2	Annual	\$15,510	\$62,040
	Monthly	\$1,293	\$5,170
3	Annual	\$19,530	\$78,120
	Monthly	\$1,628	\$6,510
4	Annual	\$22,550	\$94,200
	Monthly	\$1,963	\$7,850
5	Annual	\$27,570	\$110,280
	Monthly	\$2,298	\$9,190
6	Annual	\$31,590	\$126,360
	Monthly	\$2,633	10,530
7	Annual	\$35,610	\$142,440
	Monthly	\$2,968	\$11,870
8	Annual	\$39,630	\$158,520
	Monthly	\$3,303	\$13,210

For each additional family member add \$16,080 annually for full assistance.

EXHIBIT D

Capitation Support - Medi-Cal

January-12

CPMC (CAL) NEM

Family/Foster/Refugee

Aged

Disabled / Blind

Indigent Child

Indigent Adult

BCCTP

Aged - Dual

Blind/Disabled - Dual

Cap less Stop Loss	Cap Rate Eff 1/1/12	Cap Rate Eff 1/1/11	Total Member Months	Retro 2011	Retro 2012	Jan-12
	\$	\$	9,890			9,890
	\$	\$	578			578
	\$	\$	777			777
	\$	\$	625			625
	\$	\$	2			2
	\$	\$	2			2
	\$	\$	174			174
	\$	\$	94			94
\$			12,140			12,140

OK Total Net Retro

other

\$

Stop Loss Premium paid on behalf of Provider

HF CAP

Capitation Support - Healthy Families

Dec-12

CPMC

(HOSP)

HF1 1 - 19 Years Old
HF2 Under 12 months
N/A N/A

Cap less Stop Loss	Cap Rate Eff 1/1/12	Cap Rate Eff 1/1/11	Total Member Months	Retro 2011	Retro 2012	Cap Mbrs Dec-12
\$	\$	\$	2,467	(2)	(6)	2,475
\$	\$	\$	11			11
		N/A				
\$			2,478	(2)	(6)	2,486
			OK Total Net Retro		(8)	
other \$						
\$						
Stop Loss Premium paid on behalf of Provider				\$		

Capitation Support - Medi - Cal

December-13

CPMC (CAL)NEM

	Cap less Stop Loss	Cap Rate Eff 1/1/13	Cap Rate Eff 9/1/12	Cap Rate Eff 1/1/12	Total Member Months	Retro 2012 Jan-Aug	Retro 2012 Sep-Dec	Retro 2013	Dec-13
Family/Foster/Refugee		\$	\$	\$	10,760			10	10,750
Aged		\$	\$	\$	805			(44)	849
Disabled / Blind		\$	\$	\$	1,067			(7)	1,074
Indigent Child		\$	\$	\$	659			(1)	660
Indigent Adult		\$	\$	\$	(1)			(1)	
BCCTP		\$	\$	\$	5				5
Aged - Dual		\$	\$	\$	725			44	681
Blind/Disabled - Dual		\$	\$	\$	249			6	243
Child Converting from HF		\$	\$	\$	2,860			3	2,857
	\$				17,129			10	17,119

OK Total Net Retro

10

other

\$

Stop Loss Premium paid on behalf of Provider

EXHIBIT E

May 2014

The San Francisco Foundation's report on 2013 activities of the Community Health Innovation Fund and the Workforce Fund.

COMMUNITY HEALTH INNOVATION FUND

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

The San Francisco Foundation received its first payment toward the Community Health Innovation Fund of \$2,000,000 on September 4, 2013 and the second payment of \$1,500,000 on November 26, 2013 for a total of \$3,500,000. As part of the development agreement, The San Francisco Foundation took a 7% management fee of \$245,000.

The first round of grants totaling \$1,244,700 to 5 organizations focused on 1) Affordable Care Act Health Reform readiness for community clinics that are part of the San Francisco Community Clinic Consortium; 2) strategic opportunities to improve services to people with HIV/AIDS; and 3) expansion of comprehensive and emergency mental health services in San Francisco.

Following is a list and summary of the funded projects:

Curry Senior Center = \$185,000 (30-month grant)

Curry Senior Center was started as a storefront health center in 1972 to address the health and nutrition needs of the frail, isolated and elderly living in San Francisco's Tenderloin neighborhood. Community Health Innovation funding will improve access, efficiency, and effectiveness of the Curry Senior Center's Chronic Disease and Diabetic Care program for frail, low-income and isolated elders living in the Tenderloin neighborhood. Additional translation services will be provided in Spanish to limited-English speaking populations.

Mission Neighborhood Health Center = \$128,700 (5-month grant)

As the health care environment shifts in the wake of health care reform, community clinics are challenged to keep up with increasing technical, financial and analytical demands. Additionally, payers are moving towards contracting with large-scale partners and are promoting integration between individual practices and community clinics. As a result, eight San Francisco community clinics and health centers are exploring the creation of an Independent Practice Association (IPA): **Glide Health Services, HealthRight 360, Lyon-Martin Health Center, Mission Neighborhood Health Center, Native American Health Center, South of Market Health Center, St. Anthony Free Medical Clinic, and Women's Community Clinic.** The IPA will contract for and manage the professional risk of these clinics' Medi-Cal, Covered California, and Bridge Plan patients. Formation of this IPA will improve the clinics' and health centers' ability to serve nearly 40,000 low-income, uninsured, and medically underserved San Franciscans per year. Community Health Innovation Fund's grant will evaluate the financial viability of forming an Independent Practice Association with Mission Neighborhood Health Center as the lead agency.

Progress Foundation = \$280,000 (12-month grant)

Since 1969, the Progress Foundation has provided residential treatment services to clients of the San Francisco public mental health system as alternatives to hospitalization. For over 40 years, it has contracted for services with the San Francisco Department of Public Health and grew from 2 "halfway houses" to 12 licensed residential facilities, 1 Urgent Care Clinic, 15 scattered-site supported housing units, and 5 permanent affordable housing buildings throughout San Francisco. The Community Health Innovation Fund monies will enable the Urgent Care Clinic to increase its capacity to serve the maximum number clients throughout the day and night. Going forward, the expectation is that the clinic will serve a greater number of Medi-Cal eligible patients, which will generate funding to sustain the increased staffing and care hours long-term.

San Francisco AIDS Foundation = \$465,000 (12-month grant)

San Francisco AIDS Foundation was founded in 1982 as a community response to the AIDS epidemic and is a nationally recognized AIDS service provider with more than 130 staff and 800 volunteers. The Community Health Innovation Fund made a capital grant to fund the creation of a health and wellness center in the Castro that provides prevention, testing and access to primary care for gay and bisexual men with HIV/AIDS. The center is expected to open in the summer of 2014, and will be a model for fighting HIV/AIDS—one that focuses on an

integrated set of programs that address sexual health, prevention education, counseling needs and peer support, community outreach and development, and the needs of special populations—critical factors in HIV submission.

San Francisco Community Clinic Consortium = \$186,000 (12-month grant)

The San Francisco Community Clinic Consortium is comprised of eleven community clinics and health centers with an aim to preserve and promote community-based primary health care to uninsured and underserved people of the community. Community Health Innovation funding will be used to complete an actuarial study that will review data from the Consortium member clinics' and health centers' patient population to assess the cost and volume of services currently provided by community clinics, and help inform the Clinic Consortium members' decision on whether to create an Independent Practice Association.

WORKFORCE FUND

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

To manage the Workforce Fund, the Agreement created a Committee of Fund Advisors consisting of one representative of OEWD on behalf of the city, one representative of CPMC, and one representative of the San Francisco Foundation (Foundation). Further, the Agreement designated the Foundation as administrator of the fund, which would be capitalized at \$3,000,000 through two installments. The Agreement also requires that the Foundation deposit the funds into a designated fund and invest the funds in workforce development and barrier reduction grants over a five year horizon. The San Francisco Foundation received the initial tranche of \$2,000,000 in December 2013 and is scheduled to receive the remaining \$1,000,000 in December 2014. As part of the Workforce Agreement, The San Francisco Foundation took a 7% management fee of \$140,000.

The Workforce Fund Advisors met in November. During that meeting, CPMC distributed its matrix showing projected entry level position openings and the minimum and preferred qualifications for each position. The Committee agreed to begin meeting on a quarterly basis in January, or more frequent if necessary, to

plan and implement workforce development activities after the Foundation received the scheduled December funding installment.

EXHIBIT F

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
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
Governance, Leadership and Workforce:		
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
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
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
Communication and Language Assistance:		
5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.	The Medical Center provides interpreter services at no cost to patients with Limited English Proficiency (LEP) or who are deaf or hard-of-hearing, in order to enhance effective communication and ensure access to health care information and services in accordance with Federal, State and Local regulations.	Title VI; mandated for agencies that receive federal funding
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
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

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
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
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
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
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
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
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
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

ATTACHMENT 2

Development Agreement

Payments Schedule and

CPMC Payment

Transmittals/Invoices

PAYMENT SCHEDULE¹

	Agency	Effective Date + 30 days	9/4/13 CPMC Payments	First Installment ²	11/25/13 CPMC Payments	Second Installment	Third Installment	Fourth Installment	Fifth Installment	TOTAL
Affordable Housing Payment ³	MOH	2,400,000	Completed	6,700,000	Completed	7,000,000	8,825,000	8,100,000	3,475,000	36,500,000
Healthcare Innovation Fund ⁴	DPH/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
Bus Rapid Transit (BRT) contribution ⁵	MTA			2,100,000	Completed	2,900,000				5,000,000
Transit Fee ⁵	MTA						1,500,000	2,500,000	2,500,000	6,500,000
Bicycle Studies Contribution ⁵	MTA	400,000	Completed							400,000
Workforce training payment ⁶	OEWD	1,000,000	Completed	2,000,000	Completed	1,000,000				4,000,000
Tenderloin sidewalk widening and pedestrian lighting improvements ⁷	DPW/PUC	400,000	Completed	1,200,000	Completed	1,275,000	1,275,000	100,000		4,250,000
Tenderloin Safe Passage Grant ⁷	OEWD	200,000	Completed							200,000
Transit and safety improvements in neighborhoods around the Cathedral Hill Campus ⁷	MTA	200,000	Completed	200,000	Completed		575,000	575,000		1,550,000
Enforcement & traffic safety measures around Pacific & California Campuses ⁷	MTA	300,000	Completed	300,000	Completed	700,000	700,000	1,000,000		3,000,000
Total		6,900,000		14,000,000		14,000,000	14,000,000	14,000,000	7,100,000	70,000,000

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

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

³ As set forth in Exhibit G.

⁴ The "Innovation Fund" is defined in Exhibit F.

⁵ As set forth in Exhibit K.

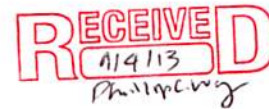
⁶ As set forth in Exhibit E.

⁷ As set forth in Exhibit H.

To: Ken Rich
Office of Economic and Workforce Development
1 Dr. Carlton B. Goodlett Place, Room 448
San Francisco, CA 94102

Date: September 4, 2013

From: Geoffrey Nelson
Director of Enterprise Development
California Pacific Medical Center
633 Folsom Street, 1st Floor
San Francisco, CA 94107
415-600-7206



Re: Development Agreement Effective Date Payment

By Hand Delivery

Remarks:

Pursuit to instructions we are delivering Check No. 16280 in the amount of Nine Million Thirty-Eight Thousand Six Hundred Twenty and 00/100 Dollars (\$9,038,620.00) to the City and County of San Francisco, in satisfaction of the Effective Date payments due under the following sections of 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:

Exhibit E – Workforce Agreement: **\$1,000,000**

Exhibit H – Public Improvements

CH Pedestrian & Traffic Safety: **\$200,000**

Tenderlion Safe Passage Grant: **\$200,000**

Tenderloin Lighting & Traffic Safety: **\$400,000**

Pacific & California Campus Traffic Enforcement & Safety: **\$300,000**

Exhibit G – Housing Program

Residential Hotel Unit Replacement: **\$2,684,800**

Residential Unit Replacement: **\$1,453,820**

Affordable Housing Payment: **\$2,400,000**

Exhibit K – Transportation Program

Bicycle Studies: **\$400,000**

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

Date: September 4, 2013

From: Geoffrey Nelson
Director of Enterprise Development
California Pacific Medical Center
633 Folsom Street, 1st Floor
San Francisco, CA 94107
415-600-7206

Re: Innovation Fund First Installment

SEP - 4 2013

The San Francisco Foundation

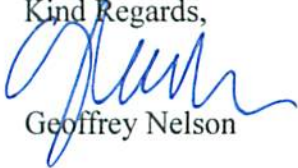
By Hand Delivery

Remarks:

Pursuit to instructions we are delivering Check No. 16281 in the amount of Two Million and 00/100 Dollars (\$2,000,000) in satisfaction of the Effective Date payment due under Section 3 of Exhibit F of 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, and the associated Innovation Fund Agreement.

If anything in the above is in error, please immediately contact me.

Kind Regards,


Geoffrey Nelson

I, James W. Head, acknowledge receipt on behalf of the San Francisco Foundation.
[Print Name]

x James W. Head Signature

CC:

Sandra R. Hernandez, M.D., CEO, SF Foundation (w/o Enclosure)
Ken Rich, Mayor's Office of Economic and Workforce Development (w/o Enclosure)
Henry Yu, California Pacific Medical Center (w/o Enclosure)



Enterprise Development

California Campus
3700 California Street

Davies Campus
Castro & Duboce
Streets

Pacific Campus
2333 Buchanan Street

St. Luke's Campus
3555 Cesar Chavez
Street

Mailing Address
P.O. Box 7999
San Francisco, CA
94120
415.600.6000

To: **Ken Rich**
Office of Economic and Workforce Development
1 Dr. Carlton B. Goodlett Place, Room 448
San Francisco, CA 94102

Date: **November 19, 2013**

From: **Geoffrey Nelson**
Director of Enterprise Development
California Pacific Medical Center
633 Folsom Street, 1st Floor
San Francisco, CA 94107
415-600-7206

Re: **Development Agreement First Installment
Payment**

received
11 / 25 / 13

By Hand Delivery

Remarks:

Pursuit to instructions we are delivering Check No. 16557 in the amount of Ten Million Five Hundred Twenty-Five and 00/100 Dollars (\$10,525,000.00) to the City and County of San Francisco, in satisfaction of the First Installment (aka: "Finally Granted") payments due under the following sections of 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:

Exhibit H – Public Improvements

CH Pedestrian & Traffic Safety: **\$200,000**

Tenderloin Lighting & Traffic Safety: **\$1,200,000**

Pacific & California Campus Traffic Enforcement & Safety: **\$300,000**

Duboce Park Grant: **\$25,000** [note: this amount not shown in Exhibit N]

Exhibit G – Housing Program

Affordable Housing Payment: **\$6,700,000**

Exhibit K – Transportation Program

BRT Contribution: **\$2,100,000**

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

Date: November 19, 2013

From: Geoffrey Nelson
Director of Enterprise Development
California Pacific Medical Center
633 Folsom Street, 1st Floor
San Francisco, CA 94107
415-600-7206

Re: Innovation Fund First Installment

By Hand Delivery

RECEIVED

NOV 20 2013

The San Francisco Foundation

Remarks:


Pursuant to instructions we are delivering Check No. 16558 in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) in satisfaction of the First Installment (aka: "Finally Granted") payment due under Section 3(b) of Exhibit F (aka "The Innovation Fund") of 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, and the associated Innovation Fund Agreement.

If anything in the above is in error, please immediately contact me.

Kind Regards,


Geoffrey Nelson

I, James W. Head, acknowledge receipt on behalf of the San Francisco Foundation.
[Print Name]

x  Signature

CC:

Sandra R. Hernandez, M.D., CEO, SF Foundation (w/o Enclosure)
Ken Rich, Mayor's Office of Economic and Workforce Development (w/o Enclosure)
Henry Yu, California Pacific Medical Center (w/o Enclosure)



Enterprise Development

California Campus
3700 California Street

Davies Campus
Castro & Duboce
Streets

Pacific Campus
2333 Buchanan Street

St. Luke's Campus
3555 Cesar Chavez
Street

Mailing Address
P.O. Box 7999
San Francisco, CA
94120
415.600.6000

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

Date: **November 19, 2013**

From: **Geoffrey Nelson**
Director of Enterprise Development
California Pacific Medical Center
633 Folsom Street, 1st Floor
San Francisco, CA 94107
415-600-7206

Re: **Workforce Fund First Installment**

RECEIVED

NOV 25 2013

The San Francisco Foundation

By Hand Delivery

Remarks:

Pursuant to instructions, we are delivering Check No. 16559 in the amount of Two Million and 00/100 Dollars (\$2,000,000.00) in satisfaction of the First Installment (aka: "Finally Granted") payment due under Section D of Exhibit E (aka: the "Workforce Training Payment") of 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, and the associated Workforce Fund Grant Agreement.

If anything in the above is in error, please immediately contact me.

Kind Regards,

Geoffrey Nelson

I, James W. Head, acknowledge receipt on behalf of the San Francisco Foundation.
[Print Name]

x [Signature] Signature

CC:

Sandra R. Hernandez, M.D., CEO, SF Foundation (w/o Enclosure)

Ken Rich, Mayor's Office of Economic and Workforce Development (w/o Enclosure)

Henry Yu, California Pacific Medical Center (w/o Enclosure)

INVOICE #: CPMC11-011

To:

Vahram Massehian
Senior Project Manager
California Pacific Medical Center
633 Folsom Street, 5th Floor
San Francisco, CA 94107-3623

Remit Payable To:

Office of Economic and Workforce Development
Attn: Phillip C. Wong
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4653

Months	Description of Work	# of Hours	Hourly Rate	Amount
Emylene Aspilla – July 1, 2013 – September 30, 2013				
July	Negotiation and implementation of Workforce Agreement	5	\$ 113.68	\$ 568.40
August	-	0	\$ 113.68	\$ 0.00
September	-	0	\$ 113.68	\$ 0.00
Subtotal this Invoice				\$ 568.40

Months	Description of Work	# of Hours	Hourly Rate	Amount
Tamsen Drew – July 1, 2013 – September 30, 2013				
July	DA Process	4	\$ 96.05	\$ 384.20
August	DA Process	4	\$ 96.05	\$ 384.20
September	DA Process	10	\$ 96.05	\$ 960.50
Subtotal this Invoice				\$ 1,728.90

Months	Description of Work	# of Hours	Hourly Rate	Amount
Ken Rich – July 1, 2013 – September 30, 2013				
July	City coordination for DA Implementation	0	\$ 135.50	\$ 0.00
August	City coordination for DA Implementation	0	\$ 135.50	\$ 0.00
September	City coordination for DA Implementation	4	\$ 135.50	\$ 542.00
Subtotal this Invoice				\$ 542.00

AON CONSULTING – February 1, 2012 – May 31, 2012				Amount
Subtotal this Invoice				\$ 30,626.00

Invoice Total	\$ 33,465.30
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DENNIS J. HERRERA
City Attorney

INVOICE

Invoice Date: 11/12/2013

Billing Period: 7/1/13 - 9/30/13 Invoice #11

Matter: CPMC Agreements (Development and Vacation)

Billing Number: 1100299

Description: Various advice, consultation and service regarding proposed agreements with CPMC, including healthcare, workforce, housing, transit, street vacation, street encroachment, public improvement, utility relocation, HSS, and CEQA appeal issues, preparing and commenting on drafts, and meetings with City team.

<u>Deputy City Attorneys</u>	<u>Hours</u>
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Charles Sullivan	8.00
------------------	------

Audrey Williams Pearson	<u>4.50</u>
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Total Attorney Time: 12.50 hours x Billing Rate \$365/Hour = \$4,562.50

Total Charges: **\$4,562.50**

Please direct CPMC to make checks payable to the **City and County of San Francisco** and send to:

Office of the City Attorney
Attn: Dora Okai
Fox Plaza
1390 Market Street, 7th Floor
San Francisco, CA 94102

Please indicate **billing number 1100299** on the check or include a copy of this invoice with payment.

INVOICE #: CPMC11-012

To:
Vahram Massehian
Senior Project Manager
California Pacific Medical Center
633 Folsom Street, 5th Floor
San Francisco, CA 94107-3623

Remit Payable To:
Office of Economic and Workforce Development
Attn: Phillip C. Wong
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4653

Months	Description of Work	# of Hours	Hourly Rate	Amount
Emylene Aspilla – October 1, 2013 – December 31, 2013				
October	DA Process	4	\$ 115.40	\$ 461.60
November	DA Process	3	\$ 115.40	\$ 346.20
December	DA Process	1	\$ 115.40	\$ 115.40
Subtotal this Invoice				\$ 923.20

Months	Description of Work	# of Hours	Hourly Rate	Amount
Janan Howell – October 1, 2013 – December 31, 2013				
October	-	0	\$ 103.72	\$ 0.00
November	-	0	\$ 103.72	\$ 0.00
December	DA Process	16	\$ 103.72	\$ 1,659.52
Subtotal this Invoice				\$ 1,659.52

Months	Description of Work	# of Hours	Hourly Rate	Amount
Ken Nim – October 1, 2013 – December 31, 2013				
October	-	0	\$ 94.85	\$ 0.00
November	-	0	\$ 94.85	\$ 0.00
December	DA Process	4	\$ 94.85	\$ 379.40
Subtotal this Invoice				\$ 379.40

Months	Description of Work	# of Hours	Hourly Rate	Amount
Ken Rich – October 1, 2013 – December 31, 2013				
October	DA Process	4	\$ 130.40	\$ 521.60
November	-	0	\$ 130.40	\$ 0.00
December	-	0	\$ 130.40	\$ 0.00
Subtotal this Invoice				\$ 521.60

Invoice Total	\$ 3,483.72
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CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF THE CITY ATTORNEY



DENNIS J. HERRERA
City Attorney

INVOICE

Invoice Date: 1/29/2014

Billing Period: 10/1/13 -12/31/13 Invoice #12

Matter: CPMC Agreements (Development and Vacation)

Billing Number: 1100299

Description: Various advice, consultation and service regarding proposed agreements with CPMC, including healthcare, workforce, housing, transit, street vacation, street encroachment, public improvement, utility relocation, HSS, and CEQA appeal issues, preparing and commenting on drafts, and meetings with City team.

<u>Deputy City Attorneys</u>	<u>Hours</u>
Kristen Jensen	0.25
Charles Sullivan	2.75
Audrey Williams Pearson	<u>2.25</u>

Total Attorney Time: 5.25 hours x Billing Rate \$365/Hour = \$1,916.25

Total Charges: **\$1,916.25**

Please direct CPMC to make checks payable to the City and County of San Francisco and send to:

Office of the City Attorney
Attn: Dora Okai
Fox Plaza
1390 Market Street, 7th Floor
San Francisco, CA 94102

Please indicate **billing number 1100299** on the check or include a copy of this invoice with payment.

ATTACHMENT 3

Entry Level Operational Hiring

Process with SFOEWD/First Source Hiring Program

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

CPMC has been working with OEWD and its network of providers to develop the hiring process and procedures that will enhance opportunities for targeted groups and accelerate the progress toward the 40% hiring goal. The Recruitment team at CPMC has met regularly with Rhonda Simmons and her team. We have developed a foundation and mutually shared vision for working together throughout the term of the Development Agreement.

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

Hiring Process	<ul style="list-style-type: none"> • Since the Development Agreement was executed, CPMC has met with OEWD dozens of times to develop a streamlined referral/hiring process. • Exhibit A summarizes the process and is described as follows: <ul style="list-style-type: none"> ○ Once CPMC gets final approval on filling a position, CPMC will send those positions to OEWD. ○ OEWD will then reach out to the various community-based organizations (CBOs) through their sector leaders, Jewish Vocational Service (JVS) and Self Help for the Elderly (SHE) to identify qualified candidates for these positions and present them to CPMC. ○ At the same time, qualified candidates will be directed to CPMC's employment site, www.cpmc.org/employment. Applicants will select "First Source" as their answer for how they heard about the position. ○ CPMC will interview all candidates referred that meet the qualifications and make the decision on whether or not to refer to the hiring manager. CPMC will create and update weekly reports created from My Hire, CPMC's Applicant Tracking System, to note the outcome of candidates expression of interest. These reports will be sent to SFOEWD on a weekly basis ○ In addition to the process of screening qualified candidates sourced by OEWD, there will be weekly check ins to give feedback on candidates that have expressed interest through
----------------	---

	CPMC's employment website in order for OEWD to communicate back to the CBOs.
Requisition Posting	<ul style="list-style-type: none"> • A Bay Area recruiter will focus on entry level positions and work directly with OEWD. • In early December, CPMC shared 15 requisitions (Exhibit B) with OEWD. • OEWD provided 16 candidates and CPMC interviewed 7 candidates. • 1 candidate advanced to 2nd interview but declined position due to schedule conflict.
Hiring Projections	<ul style="list-style-type: none"> • CPMC spent the first four months since the Development Agreement was executed analyzing past trends and conferring with Hiring Managers to determine hiring projections. • Detailed Hiring Projections were provided to OEWD (Exhibit C).

Priorities for 2014

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

- Participating in regular, weekly check-ins with OEWD and its sector leads, JVS and SHE.
- Attending community job fairs/events sponsored by OEWD and various CBOs targeting the priority areas noted in the Development Agreement at the discretion of CPMC
- Hosting walkthroughs of Sutter Health sites for partners.
- Prioritizing OEWD referrals past the minimum 10 days if a requisition has not been filled.

EXHIBIT A

CPMC Entry Level Operational Hiring Process Flow Diagram

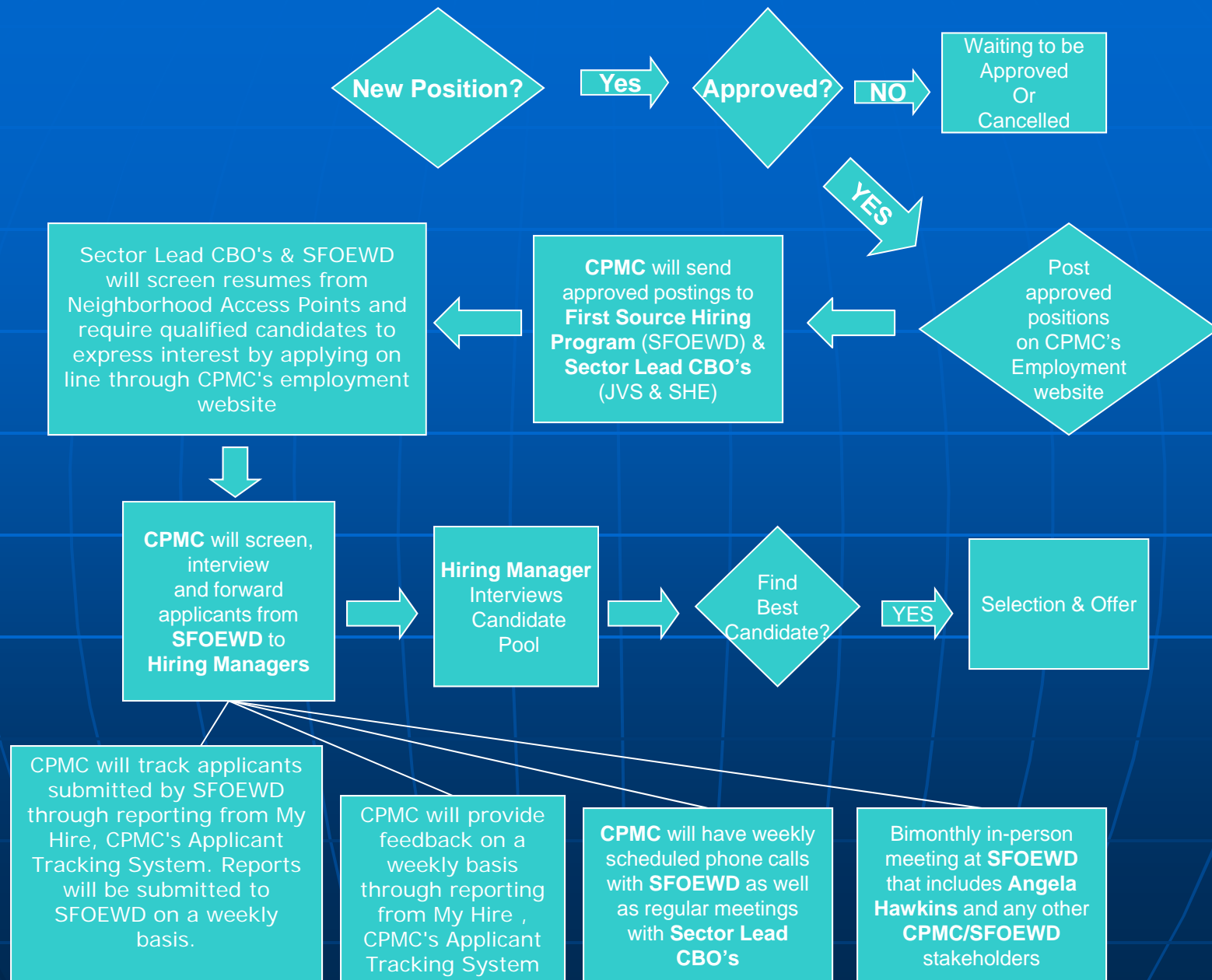


EXHIBIT B

Requisition Number	Requisition Title	Clinical/ Non-clinical	Primary Purpose	Minimum Qualifications	Preferred Qualifications	Schedule	Benefits	Job Shift	Union
1312766	Housekeeping Aide-Environmental Services*	Non-clinical	The Housekeeping Aide performs a variety of cleaning and housekeeping tasks. The Housekeeping Aide ensures that the Medical Center is provided with a clean, safe and comfortable environment for patients, visitors and employees.	High School Diploma/GED required	General Housekeeping methods, product knowledge and experience	Per Diem	No	Variable	Yes
1304594	Housekeeping Aide-Environmental Services*	Non-clinical	The Housekeeping Aide performs a variety of cleaning and housekeeping tasks. The Housekeeping Aide ensures that the Medical Center is provided with a clean, safe and comfortable environment for patients, visitors and employees.	High School Diploma/GED required	General Housekeeping methods, product knowledge and experience	Per Diem	No	Variable	Yes
1309904	Housekeeping Aide-Environmental Services*	Non-clinical	The Housekeeping Aide performs a variety of cleaning and housekeeping tasks. Ensures that the Medical Center is provided with a clean, safe and comfortable environment for patients, visitors and employees.	High School Diploma/GED required	General Housekeeping methods, product knowledge and experience	Per Diem	No	Variable	Yes
1308856	Housekeeping Aide-Environmental Services*	Non-clinical	The Housekeeping Aide performs a variety of cleaning and housekeeping tasks. The Housekeeping Aide ensures that the Medical Center is provided with a clean, safe and comfortable environment for patients, visitors and employees.	High School Diploma/GED required	General Housekeeping methods, product knowledge and experience	Per Diem	No	Variable	Yes
1213374	Patient Registration Representative-Patient Registration Services-Per Diem*	Non-clinical	Under the general direction of the Supervisor and / or Manager of Patient Registration Services, this position is responsible for collecting and entering patient demographic and insurance information into the medical center's registration computer system.	High School Diploma/GED required Excellent English communication skills in both written and verbal formats	2 years of prior hospital or medical registration experience. Knowledge of medical and insurance terminology Knowledge of Government regulations and requirements, managed care contracts and third party requirements Demonstrated knowledge of the PRS and medical office / hospital admission processes	Per Diem	No	Day	No
1300898	Patient Registration Representative-Patient Registration Services*	Non-clinical	Under the general direction of the Supervisor and / or Manager of Patient Registration Services, this position is responsible for collecting and entering patient demographic and insurance information into the medical center's registration computer system.	High School Diploma/GED required Excellent English communication skills in both written and verbal formats	2 years of prior hospital or medical registration experience. Knowledge of medical and insurance terminology Knowledge of Government regulations and requirements, managed care contracts and third party requirements Demonstrated knowledge of the PRS and medical office / hospital admission processes	Per Diem	No	Day/Evening	No
1215706	Cook-Food & Nutrition Services*	Non-clinical	The Cook prepares appropriate amount of high quality food for patients, staff, and customers in accordance with established recipes, menus, procedures, schedules and standards. Performs all responsibilities, demonstrating service orientation to fellow employees, staff, and customers.	High School Diploma/GED required Experience in large production kitchen, typically obtained in 5 years of experience	Read, write, speak English sufficiently in order to follow written and verbal instructions	Per diem	No	Day/Evening	Yes
1313261	Cook-Coming Home Hospice*	Non-clinical	Under general supervision, prepares appropriate amount of high quality food for patients, staff, and customers in accordance with established, menus, procedures, schedules and standards. Performs all responsibilities demonstrating service orientation to fellow employees, staff and customers.	High School Diploma/GED required Experience in large production kitchen, typically obtained in 5 years of experience	Read, write, speak English sufficiently in order to follow written and verbal instructions	Part Time	Yes	Day	No
1306042	Transporter-Transport Services*	Non-clinical	Under the supervision of the Central Transport Management Team, the Transporter is responsible for providing safe transport for patients, processing and distributing all incoming and departmental mail, and acts as the internal courier for the Medical Center.	High School Diploma/GED required Good driving record and valid California driver's license	Transport experience in a healthcare setting preferred Transporter certification through the CPMC program preferred Capable of lifting 50 lbs. or push approx. 300 lbs. Computer skills desired	Per Diem	No	Variable	No
1307004	Patient Service Representative-Employee Health Services*	Non-clinical	The Patient Services Representative supports the Medical Director and Associate Medical Director by providing clerical and administrative assistance in telephone, email, and written communication with patients, clients and insurance carriers. Responsibilities include (but are not limited to): - Client communication (Doctor's First Report, Patient Status Report, insurance forms) - Contacting employers and/or payors for Workers' Compensation authorization - Managing dictation/transcription service for clinic - Screening voicemail/phone calls/emails/faxes to facilitate responses to appropriate referral source - Scheduling meetings with committees, clients, attorneys.	High School Diploma/GED required	2-3 years of experience in a medical office Knowledge of HMO/PPO insurance programs, billing procedures, and office scheduling procedures	Full Time	Yes	Day	No
1310519	Security Officer-Security Services*	Non-clinical	The Security Officer has the general responsibility for the protection of personnel and property of California Pacific Medical Center through patrols and monitoring of the premises, observing and reporting suspicious and unauthorized activities and unsafe conditions. The officer is responsible for access control, control of keys and emergency response and notification. The officer renders assistance and security related services to the hospital staff, physicians, patients, and visitors, including restraining violent patients. The officer investigates and documents incidents relative to the Medical Center and provides necessary liaison between hospital staff and local law enforcement agencies. The officer coordinates with other Integrated Service staff for necessary services under their responsibility. The officer is a representative of the Medical Center and is expected to conduct him or herself in a professional manner at all times. Customers include employees, physicians, volunteers, patients, their families and friends, vendors, payers, and anyone who makes contact with the Medical Center by telephone, correspondence or by entering our doors.	High School Diploma/GED required Security or related public service experience Valid DL, no DUI or at fault accidents	College level preferred, knowledge of California Penal Code with regards to citizen's arrest	Per Diem	No	Evening	No
1313046	Client Services Representative-Clinical Laboratory*	Non-clinical	The Client Services Representative will provide customer service support to all clinical laboratory and pathology service clients. This includes (but is not limited to): manning the call center, visitor reception, clinical lab report generation and distribution, and clerical support.	High School Diploma/GED required	2-3 years of experience in a medical office Knowledge of HMO/PPO insurance programs, billing procedures, and office scheduling procedures	Per Diem	No	Day/Evening	No
1314672	Food Service Aide-Food and Nutrition*	Non-clinical	Performs a wide variety of physical & manual tasks related to the preparation and serving of food as well as clean up of any and all tools and work areas. Performs all food service-related tasks demonstrating a service orientation to fellow employees, clients, staff and customers.	High School Diploma/GED required	Some experience in large volume food production Basic Math skills and ability to read and speak English	Per Diem	No	Day	Yes
1200189	Medical Records File Clerk-St Luke's Adult Medicine*	Non-clinical	The Medical Records File Clerk maintains all patient records and assists with clerical activities regarding patient records, visitors, and medical and nursing staff.	High School Diploma/GED required	2-3 years of experience in a medical office Knowledge of HMO/PPO insurance programs, billing procedures, and office scheduling procedures	Per Diem	No	Day	No
1314285	EKG Technician-Non Invasive Cardiology	Clinical	Responsible for performing Noninvasive Cardiac diagnostic procedures on pediatric, adult, and geriatric patients and related clerical activity.	Graduated from an accredited EKG Technician certification program Possess at least one year recent full-time as an EKG Technician in a Noninvasive Cardiac laboratory in an acute care facility	Certification by an appropriate cardiovascular technology association preferred	Per Diem	No	Variable	No

EXHIBIT C



Edwin M. Lee, Mayor

Office of Economic and Workforce Development
Workforce Development Division**NON-CONSTRUCTION FIRST SOURCE EMPLOYER'S PROJECTION OF ENTRY LEVEL POSITIONS**

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

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

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

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

Type of Employer (check one):

- ☐ Tenant
☒ Developer
☐ Contractor
☐ Subcontractor
☐ Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion applicant
- ☐ Subtenant
☐ Biotech Payroll Tax Exclusion applicant
☐ "Scene in San Francisco" Rebate applicant

Identify Project or Construction Project (if applicable):

Name of Employer: California Pacific Medical Center

Street Address: P.O. Box 7999

City: San Francisco

Telephone: 415-600-7340

Fax: 415-600-7339

City Department (if Contract or Lease):

Contact Person: Maynard Jenkins, Regional VP Human Resources

State: CA

Zip: 94120

Email: jenkinsml@sutterhealth.org

Signature of authorized employer representative

April 8, 2014

Date

Entry-Level Position Title	Number Currently Filled	Number Currently Available	Number Projected to Become Available in the next 12 Months	Estimated Date of Next Available Position	Subject to Collective Bargaining? (Yes/No)
Housekeepers	282	4	23	January-April	Yes
Food Service Aide	133	2	13	April-July	Yes
Cooks	28	2	4	June-August	Yes
Security Officer	58	1	13	January-March	No
Transporter/Transport Aide	83	2	9	February-April	No
Sales Gift Shop	0	0	1	February-April	No
Clerk/Receptionist	24	1	0	N/A	No
Phlebotomy/Specimen Handling Lab Aide	40	0	1	September-November	No
EKG Technician	12	0	0	N/A	No
Medical Assistant	31	0	11	June-September	No
Rehabilitation Aide	16	0	0	N/A	No
Aquatic Instructor	1	0	0	N/A	No
Speech Therapy Aide	0	0	0	N/A	No
Pathology Lab Accessioner	5	1	1	January-April	No

Client Services Representative	12	0	0	N/A	No
Patient Services Representative	12	0	1	July-September	No
Patient Registration Representative	0	2	0	N/A	No
Point of Service Specialist	0	1	0	N/A	No
PBX Operator	7	0	3	May-September	No
Administrative Coordinator	9	0	0	N/A	No
Certified Home Health Aide	11	0	1	August-October	Yes
Certified Nursing Assistant	9	0	2	March-May	Yes
Hospital Attendant	18	7	5	August-December	Yes
Certified Hospital Attendant	70	0	4	February-April	Yes
Unit Coordinator	96	15	8	May-July	No
Emergency Dept. Technician	12	0	5	October-December	No
Other Entry- Level Positions					
Patient Support Representative	7	0	6	June-September	No
Patient Access Representative	81	0	1	May-August	No
Central Distribution Aide	22	0	1	July-September	Yes
Dietary Clerk	5	0	1	April-June	No

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

Attn: Business Services

Tel: 415-701-4848

Fax: 415-701-4897

FIRST SOURCE
HIRING
CITY & COUNTY OF SAN FRANCISCO

ATTACHMENT 4

Construction and Local Business Enterprise Hiring

2013 CONSTRUCTION WORKFORCE DEVELOPMENT

First Source Hiring Program for Construction

	Category	Goal	Actual	Comments
1.	New and core opportunities for union journeymen and apprentices	30% of trade hours worked by San Francisco Residents	36.16%	
2.	Entry-Level Positions for union apprentice candidates	50% of new hire opportunities filled with System Referrals	50%	
3.	Create Workforce Development Group	Creation of Group	Meeting held October 31, 2013	
4.	Entry-Level Positions for non-union administrative and engineering candidates	50% of new hire opportunities filled with System Referrals	100%	
5.	Entry-Level Positions for administrative and engineering internship candidates	50% of new hire opportunities filled with System Referrals	100%	
6.	Number of apprentice hours for new union apprentices	21% of hours for new union apprentices by System Referrals	26.59%	

Local Business Enterprise Hiring

	Category	Goal	Actual	Comments
7.	Contracting with Local Business Enterprises	14% of the value of all Contracts	10%	

- **San Francisco Resident Construction Hiring Goals:** Construction hiring goals are to have 30% of the total hire hours performed by San Francisco Workforce, including 50% for new apprentice positions. Coordinated meetings between the Office of Economic & Workforce Development (OEWD)—CityBuild, trade partners and subcontractors to develop a work plan with regards to our efforts to achieve these goals.
- **San Francisco Workforce Hours for construction hires from Elation Systems**
Goal of 30%. Achieved 36.16% of total 2013 construction hours. **(Exhibit A)**

- **San Francisco Workforce Hours for apprentice hires from Elation Systems**
Goal of 50%. Achieved 50% for 2013 and in compliance based on the good faith efforts. For the four months of 2013 that this document covers two new hire opportunities for apprentices became available, one was filled with a system referral. In 2014, HerreroBOLDT has begun to engage in a long range workforce projection of apprentice opportunities with CityBuild for the CPMC construction projects. This projection will identify apprentice opportunities in scopes of work that can be filled by CityBuild Academy graduates or students. For apprentice opportunities that are not filled by CityBuild Academy graduates or students, HerreroBOLDT will work with CityBuild to coordinate targeted outreach to identify candidates for these opportunities. An example of a scope where we anticipate opportunity would be waterproofing, which will happen in 2014. HerreroBOLDT is currently working with the SFUSD Tech21 program in building capacity for the apprentice pipeline. We will be hosting summer construction interns & will be mentoring graduates of the Tech21 program.
- **The Workforce Development Group** for the projects which includes HerreroBOLDT, Trade Partners, Union Representatives, CityBuild and CPMC was established and the first meeting was held on October 31st 2013 (**Exhibit B**).
- **Administrative and Project Engineer Interim Hiring:** Goal of 50%. Achieved 100% for 2013. During the course of the first four months of activity, September 2013 to December 2013 HerreroBOLDT filled 100% of entry level administrative positions with system referrals for the Construction Administrative and Professional Services Academy, an OEWD funded program. HerreroBOLDT also filled 100% of Project Engineering positions with San Francisco residents
 - LEED Project Coordinator
 - Front Desk Administrator
 - Project Administrator
 - Workforce Development – Project Engineer
 - Site and Structure – Project Engineer
- **LBE Program:** Goal of 14%. Achieved 10% for 2013 and in compliance based on the good faith efforts. The goals for the Local Business Enterprise (LBE) program are 14% San Francisco based business contracting with no distinction between Contract Monitoring Division (CMD) certified and HerreroBOLDT certified.¹ 10% of the total construction cost from September 2013 until the end of December 2013 at the Van Ness and Geary Campus was awarded to or contracted with San Francisco Based Business. A highlight of our local business contracting efforts is that 31% of the tenant improvement work for the construction project office at 1200 Van Ness being performed by San Francisco Based Businesses. The 1200 Van Ness construction project office is in the old Circuit City store located at Van Ness and Post Street which closed five years ago and remained vacant until the hospital project at Van Ness and Geary started in September 2013. The Integrated Project Delivery Team which consist of the owner, Sutter Health CPMC, the construction contractor HerreroBOLDT, the architect SmithGroupJJR and most of the major trade partners which include Rosendin Electric, Southland Industries, California Drywall are co-located in the construction project office and will be there for the duration of the project. (**Exhibit C**).

Each of CPMC's major trade partners performing work in 2013 (Bayview Environmental with Eco Bay, McGuire and Hester with Phoenix Electric, Ferma Corporation with Team North) sub contracted with a LBE firm certified with the Contract Monitoring Division. Through the preconstruction process HerreroBOLDT did extensive outreach to LBEs about opportunities on the projects and continues to outreach to San Francisco based

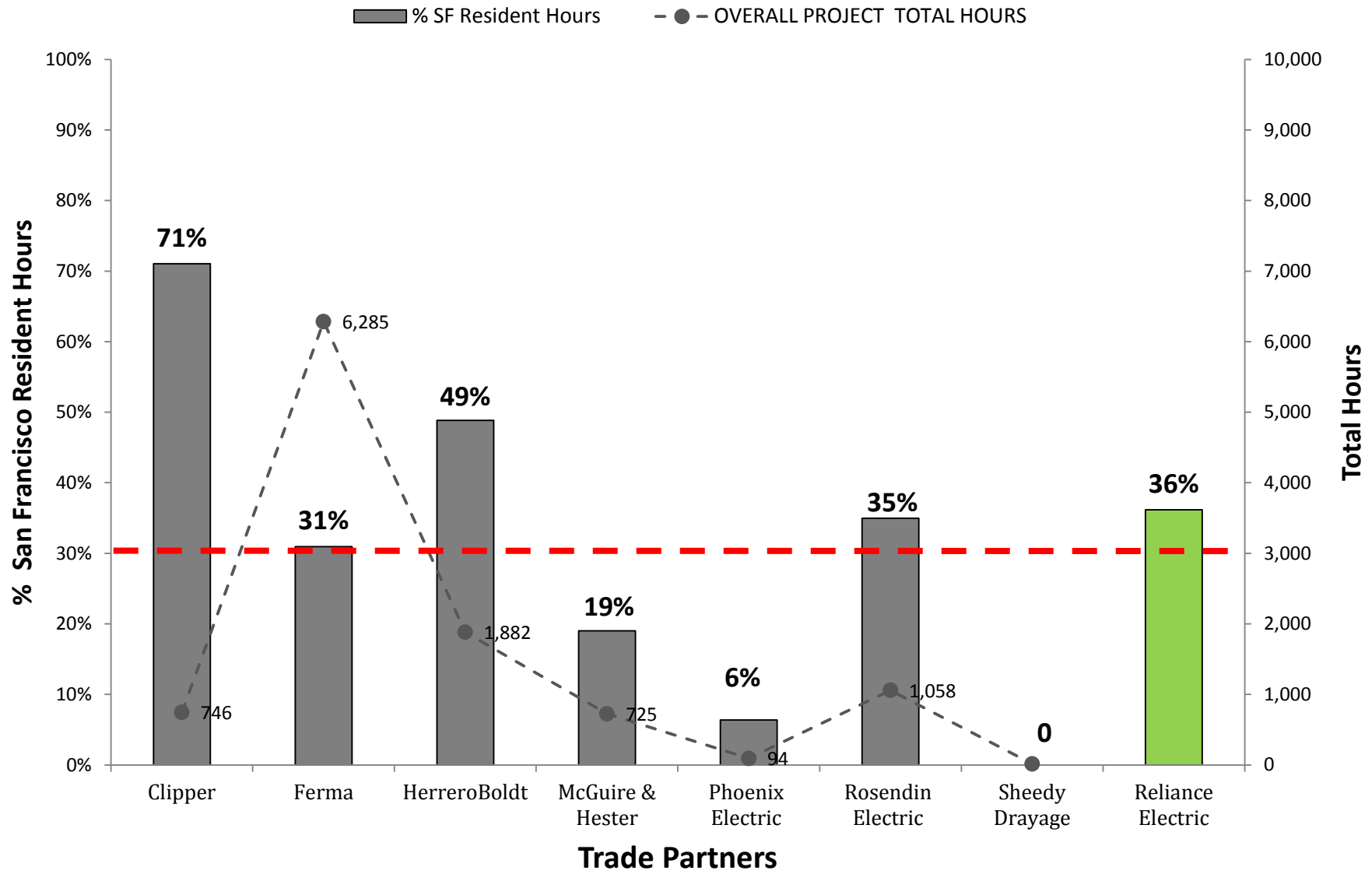
¹ CPMC/OEWD Workforce Agreement (8/8/13), Section B.2, 3(a) – (l) defines “LBE”

businesses to provide opportunities within the LBE program. The following contractors have commitments to perform work on the projects: Kwan Wo Ironworks, H & M Fire Protection, Team North, Yolanda's Construction Administration and Traffic Control, Rubicon Construction, Giron Construction, Clipper International Martin Ron & Assoc., Harrison Drywall, Lawson Roofing, The M Line, BergDavis Public Affairs and Merriweather & Williams. In addition, Black Bear security has been retained by the owner to provide office and construction job site security. In 2014 HerreroBOLDT will work with the Contract Monitoring Division of the City and County of San Francisco to develop a standard reporting format.

- **Website Development:** M Line & Berg Davis were engaged to develop the construction information website. On October 29th we migrated the content of the original RebuildCPMC.org and took control over the domain. We have continued to post construction updates and information about the construction activity at the Van Ness and Geary Campus. On Nov. 22, 2013 the domain name was changed to CPMC2020.org and a new look web site was launched January 30th 2014. The web site will have forms for both San Francisco trades persons and businesses (LBE) to have the opportunity to submit their information for consideration in hiring. (**Website information in Exhibit D**).
- **Preconstruction Meetings with Trade partners and CityBuild**
Bayview Environmental and Ferma Corporation (September 20, 2013)
Clipper International (October 2, 2013)
McGuire and Hester, Phoenix Electric, Eco-Bay (October 30, 2013)
100% of Contractors have submitted Form 1s with CityBuild
- **CityBuild Workforce Training:**
Southland Industries conducted two training modules at CityBuild Academy on Aug. 14, 2013. Southland Industries brought both their Piping and Sheet Metal instruction modules to the Academy with graduates of the program involved in the teaching. HerreroBOLDT taught 12 extended learning classes at the Construction Admin and Professional Services Academy (CAPSA) during the course of the fall 2013 semester. HerreroBOLDT supplements the program's curriculum with construction industry instruction. HerreroBOLDT, OEWD – CityBuild, Asbestos Abatement Workers Union Local 67 and industry partners collaborated on an Asbestos Abatement training to provide lead and asbestos training, physicals and union indentures for San Franciscans which included residents of the Western Addition.
- **Additional Community Engagement:**
HerreroBOLDT attended the following events in the community for 2013
 - Youth Community Developers, Inc. 40th Anniversary 9/20/13
 - Mission Economic Development Agency 40th Anniversary 9/26/13
 - CityBuild Open House 9/27/13
 - Contract Monitoring Division Vendor Fair 10/7/13
 - SFSU Engineering Department Alumni MEP program BBQ 10/12/13
 - San Francisco Conservation Corps Graduation 10/17/13
 - CityBuild Academy Graduation 10/23/13
 - Moose Feed – SF Building and Construction Trades Council 12/13/13
 - Opening of PUC's Contractor Assistance Center 12/16/13
 - Magic Zone Workforce Mixer 12/17/2013
 - Construction Admin and Professional Service Academy Graduation 12/19/13
 - San Francisco Firefighter Holiday Toy Drive 12/20/13
- We produce a quarterly newsletter to update the community around the Van Ness and Geary and St Luke's campuses about the activity generated by construction (**Exhibit E**).

EXHIBIT A

VNGC Hospital Project Summary Overall - 2013



Workforce Contractor Summary
HerreroBoldt Partners
From 09/03/2013 to 12/31/2013

Contractor	Total Hours			Apprentice Hours			
	Total	San Francisco Residents	San Francisco Residents%	Total	Total%	San Francisco Residents	San Francisco Residents%
Categories							
Selected Projects							
TOTAL	10805.50	3907.00	36.16%	507.00	4.69%	138.00	1.28%
Clipper International	746.00	530.00	71.05%				
Ferma Corporation	6285.00	1944.00	30.93%	15.50	0.25%		
Herrero Contractors, Inc.	1881.50	919.00	48.84%	217.50	11.56%		
McGuire and Hester	725.00	138.00	19.03%	274.00	37.79%	138.00	19.03%
Phoenix Electric Company	94.00	6.00	6.38%				
Rosendin Electric, Inc.	1058.00	370.00	34.97%				
Sheedy Drayage Co	16.00						

** NOTES: Projects List **

--Cathedral Hill Hospital

EXHIBIT B

Van Ness & Geary Campus & Replacement Hospital at St. Luke's Campus

Workforce Development Group

October 31, 2013



Our Workforce Development Program Overview

- Goals for hiring San Francisco residents
 - Entry level administrative and engineering positions
 - Field Union Labor (needs touch up)
- Goals for hiring San Francisco based companies

Plan



Our Workforce Development Program

Hiring of San Francisco Residents

- Union Field Labor – Journeyman and Apprentice
 - Goal of 30% of all trade hours combined to be performed by San Francisco residents
 - Each field trade partner will work with HerreroBoldt and OEWD to develop a plan to achieve the goal

Plan



Our Workforce Development Program

Hiring of San Francisco Residents

- Union Field Labor – Apprentices
 - Unique apprentice pipeline program for new entry level apprentice candidates
 - CityBuild graduates (San Francisco residents) are given first consideration for 50% of new entry apprentice opportunities
 - Focus on Apprentice to Journeyman program

Plan



Our Workforce Development Program

Hiring of San Francisco Residents

- Entry Level Administrative and Engineering Positions
 - San Francisco residents are given first consideration for 50% of new hire opportunities
 - Entry level positions include those that require a high school diploma or less than 2 years of additional training
 - Utilizing partnership of OEWD and Mission Hiring Hall to source candidates

Plan



Our Workforce Development Program (Commitment for Success)

- Training
 - Trade Partners & Union participation with CityBuild Academy programs
 - CityBuild Academy – CCSF (Construction Skills & Knowledge)
 - Mission Hiring Hall - CAPSA (Construction Administration & Professional Services Academy) HerreroBoldt teaches 13 classes every cycle.

Plan



Our Workforce Development Program Contracting with San Francisco Businesses

- Goal of 14% of cost of all construction contracts
- Includes all tiers
- San Francisco based company
 - Certified by the CMD as a LBE (Local Business Enterprise)
 - Certified by the project

Plan



Our Workforce Development Program Additional Components

- Outreach in San Francisco by attending community partners' events (i.e. CityBuild graduation)
- Involvement of each HerreroBoldt & Trade Partner Employee
- Reporting through Elation System
- Nothing stopping us from going beyond our stated goals

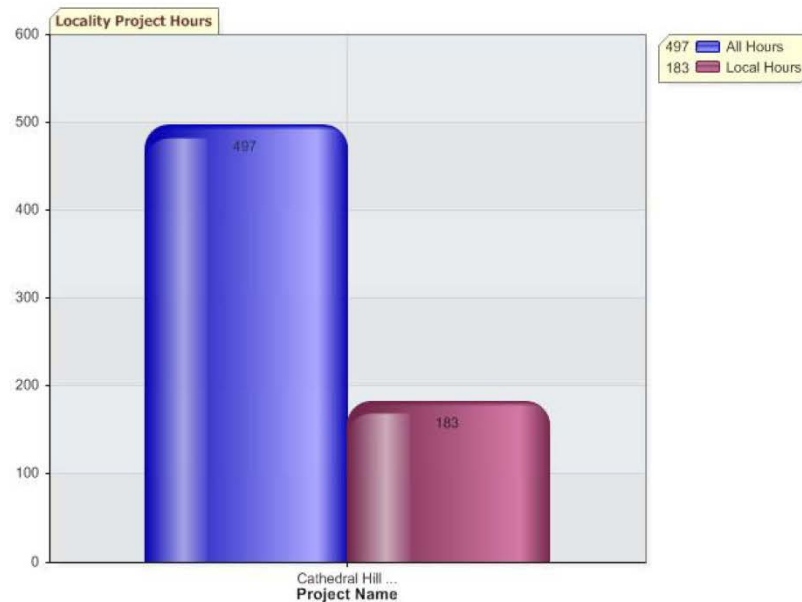
Our goals



Report on Local Hire Goals-Elation System

- Field Side by Project

Project Name	All Hours	Local Hours	Goal	Achieved
Cathedral Hill Hospital	497	183	248.50	36.82%



Report



Report on Local Hire Goals-Elation System

- Field Side by Trade

San Francisco Resident Hours By Trade
Reporting Period: All date

Work Force Goals	Total Hours	Hour %	# of Workers	Worker %
Local Residents(San Francisco Residents)	183	36.82%	2	28.57%
Total Minority	10	2.01%	1	14.29%
Total New Hires	0	0.00%	0	0.00%
Total Women	0	0.00%	0	0.00%
Total (All Localities)	497		7	

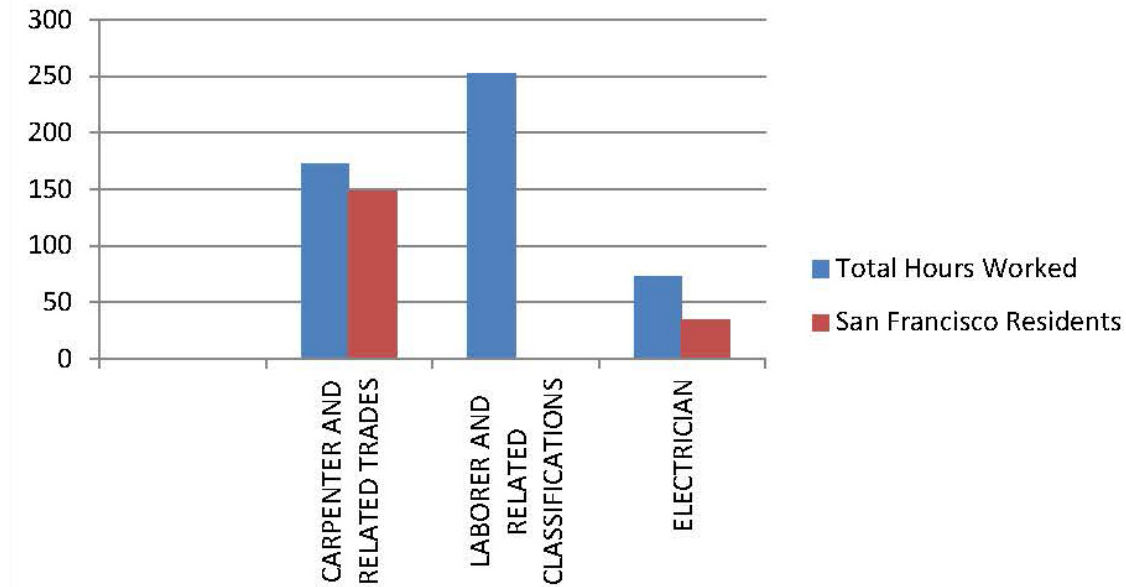
Project Name	Company Name	Trade Description	Total Hours Worked	San Francisco Residents	San Francisco Residents%
Cathedral Hill Hospital	Herrero Contractors, Inc.	CARPENTER AND RELATED TRADES	172	148	86.05%
		LABORER AND RELATED CLASSIFICATIONS	252		0.00%
	Rosendin Electric, Inc.	ELECTRICIAN	73	35	47.95%

Report



Report on Local Hire Goals-Elation System

- Field Side by Trade



Report



Report on Local Hire Goals-Elation System

- Administrative Internship Positions-HerreroBoldt
 - Tiffany Turner
 - Beverly Byrd
 - David Bruntlett (Became a full time employee in October 2013)

Report



Trade Partner Review

- Bayview Environmental/ECOBAY
- Ferma



Work Relations



Future Trade Partners

- Malcolm Drilling
- Ryan Engineering



- Workforce Plan
- New Entry/Apprentice Opportunities

Work Relations



Union Representative

- Reports on Current Levels of San Francisco Workers and Areas for Collaboration
 - Local 67
 - Local 261
 - OE Local 3

Reports



EXHIBIT C

LBE EXHIBIT FOR 1200 VAN NESS PROJECT OFFICE

TENANT IMPROVEMENTS

Tenant Improvements		
01 Giron Construction	\$ 110,347.74	\$ 245,267.60
01 Herrero Builders	\$ -	\$ 14,821.25
01 Interior Motions	\$ 59,963.67	\$ 85,662.38
01 Supply Closet	\$ -	\$ 12,268.90
01 3 Day Blinds	\$ -	\$ 4,469.70
01 Forderer Cornice	\$ -	\$ 518.00
01 Able Building Maintenance	\$ -	\$ 5,600.00
01 Recology	\$ -	\$ 325.00
08 United CA Glass & Door	\$ 16,530.71	\$ 16,530.71
23 Value Fire Protection	\$ 5,676.00	\$ 5,676.00
23 Southland Industries	\$ -	\$ 67,022.00
26 Rosendin Electric	\$ -	\$ 146,861.00
26 McMillan Security	\$ -	\$ -
Subtotal	\$ 192,518.12	\$ 605,022.54

From HerreroBoldt Invoice Summary 10/23/2013

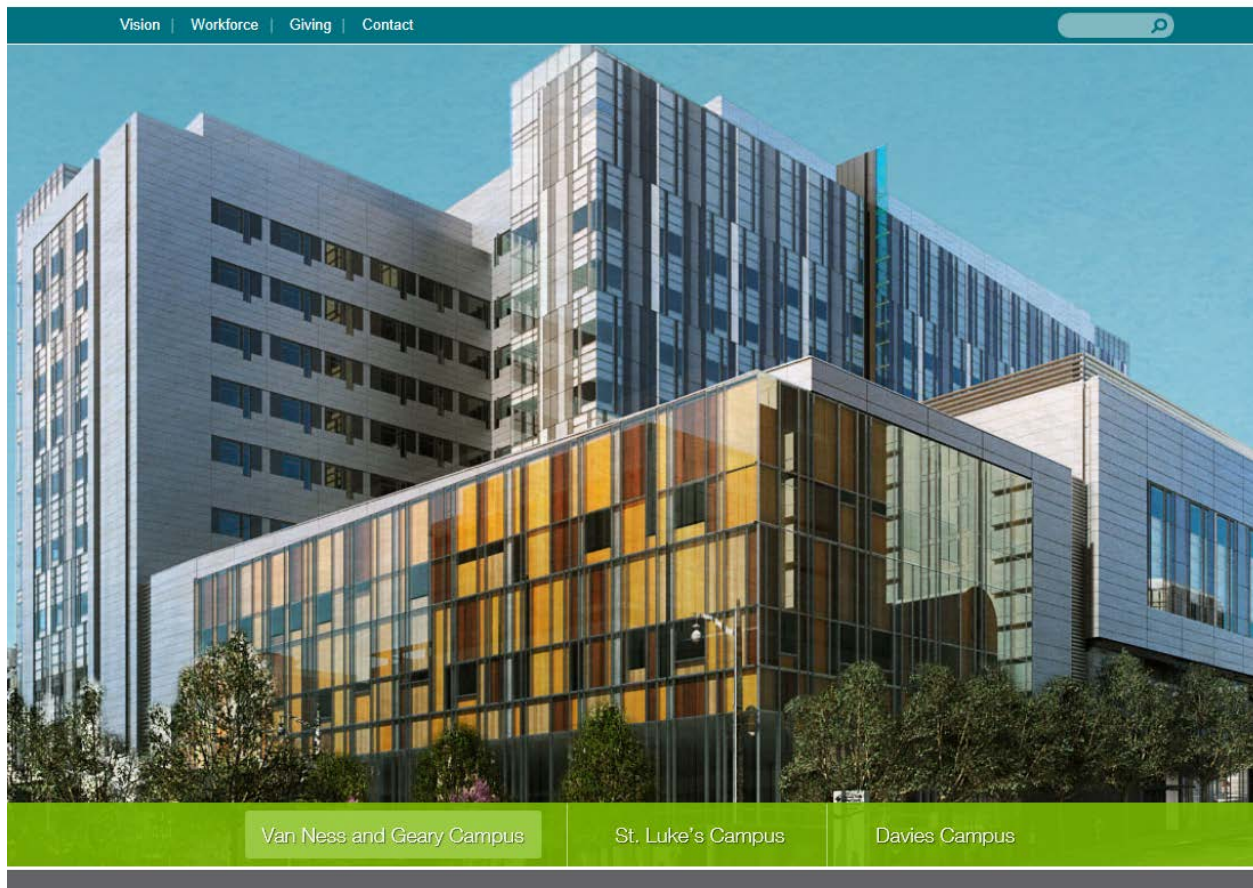
LBE's are highlighted in yellow and comprise 31% of the construction cost for the tenant improvements

EXHIBIT D

New Web Site Screenshots



CPMC's Future State-of-the-art Facilities



Workforce

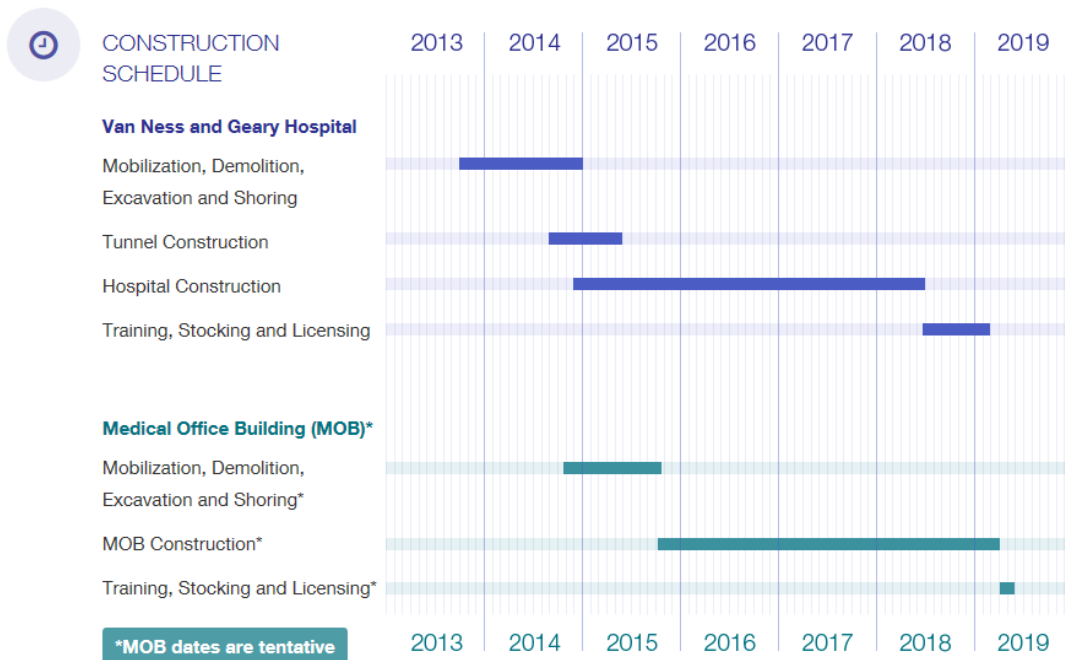
Workforce

San Francisco Partner Profiles



Meet One of Our San Francisco-Based Business Partners

Giron Construction and HerreroBOLDT joined forces in June 2012 when retired Marine Colonel and San Franciscan Bruce Giron's company was hired to provide a wide range of construction services worth approximately a quarter million dollars. Integrated into the Bayview-Hunters Point community, Giron Construction is actively putting area locals to work while also supporting the efforts of other neighborhood veteran-owned businesses. Since starting operation in 2009, Giron Construction has been meeting a self-imposed standard of hiring over 75 percent locally. In just three years Giron Construction has achieved California certification and has grown from a one man shop to a 10 person top-notch construction force. Giron Construction continues to achieve its goals of meeting both the public and private sectors' needs, and CPMC 2020 is proud to collaborate with a business building an example in its community.



Contact

[Contact Us](#)[Sign Up for Updates](#)

HerreroBOLDT and our Integrated Project Delivery Team are available to answer any questions relating to the construction process, the proposed plans and the status of the project.

For inquiries related to construction, please fill out the form below.
[Information about your privacy](#)

[Information about your privacy](#)

Your Information

Email *	<input type="text"/>
First Name *	<input type="text"/>
Last Name *	<input type="text"/>
Phone	<input type="text"/>
City *	<input type="text"/>
State *	<div>- Select - <input type="button" value="v"/></div>
Zip Code *	<input type="text"/>
Subject *	<input type="text"/>

Construction Questions

Van Ness and Geary Campus

415.762.7447 chproject@herreroboldt.com

Emergencies 415.762.7477

St. Luke's Campus 415.343.4775

stlukesproject@herreroboldt.com

Emergencies 415.762.4774

Local Hiring Questions

Contact Miquel Penn Manager for
Workforce Development

415.762.7434 mpenn@herreroboldt.com

Media Enquires

Dean Fryer CPMC Media Relations
Manager

fryerd@sutterhealth.org Media Pager -
415.232.6463

Stay Informed

Weekly Construction Bulletins are available,



Trade Person Interest Form for CPMC Construction Projects

Instructions:

- This form is intended to be completed as an electronic document. Please fill in all fields. Handwritten profiles will also be accepted.
- After completing the form please sign and email a scanned copy to Miquel Penn at HerreroBoldt (mpenn@herrero.com). Forms may also be faxed to Miquel Penn at 415.931.3521. Subject line for email or fax shall be "Trade Person Form for CPMC".

Contact Information

First Name

Last Name

Home Phone

Cell Phone

Residence Zip Code

Trade Information

Trade Union Affiliation

In good standing with the Union?

☐ Yes ☐ No

Trade Skill Level

☐ Journeyman ☐ Apprentice

Specialized certifications or training, if applicable

Apprentice Level, if applicable

Construction Experience

Types of Projects Worked On (Hospital, Residential, etc.)

Role on Projects (ie. Lead Person, Foreman, etc.)

Leadership Experience

Proof of legal ID and Social Security can be provided on first day of work

☐ Yes ☐ No

Today's Date

Availability Date

Signature



The Van Ness and Geary Campus is covered by a Project Labor Agreement with the local trade unions. Companies interested in contracting opportunities need to be signatory with the local labor unions or must be willing to sign a project specific agreement with the labor unions.

Instructions:

- This form is intended to be completed as an electronic document. Please fill in all fields. Handwritten profiles will also be accepted.
- After completing the form please sign and email a scanned copy of Page 2 to Miquel Penn at HerreroBoldt (mpenn@herrero.com). Forms may also be faxed to Miquel Penn at 415.931.3521. Subject line for email or fax shall be "Contractor Form for VNGC".

Project Summary

PROJECT DESCRIPTION:

Located on Van Ness at Geary, approximately 740,000 square feet, 12 stories, 274 bed New Hospital

TOTAL PROJECT CONSTRUCTION VALUE:

\$1.050 Billion

PROJECT SCHEDULE:

Estimated 2013-2019

Potential Opportunities by Trade

1ST TIER OPPORTUNITIES:

- Coiling/Special Doors
- Storefront – Interior
- Masonry
- Terrazzo Flooring
- Acoustic Finishes
- Signage
- Operable Partitions
- Toilet Accessories & Partitions
- Lockers
- Parking Control Equipment
- Loading Dock Equipment
- File Storage Systems
- Miscellaneous Specialties
- Site Furnishings
- Concrete Paving
- Curbs & Gutters
- Pavement Markings, Bumpers & Signs
- Fences & Gates
- Water Tank Liners
- Temporary Rentals
- Hoists

1ST TIER CONTACTS WITH 2ND TIER OPPORTUNITIES

- Concrete
- Metal Deck
- Louvers & Vents
- Casework Installation
- Drywall & Framing
- Fire stopping
- Doors, Frames & Hardware
- Glazing – Exterior
- Acoustical Ceilings
- Ceramic Tile
- Carpet & Resilient Flooring
- Painting & Wall covering
- Planting & Irrigation
- Underground Utilities
- Food Service Equipment
- Electronic Safety & Security
- Fire Sprinklers
- Plumbing
- Fuel Tanks & Pumping System
- HVAC
- Electrical
- Communications Cabling



San Francisco Based Contractor
(LBE) Interest Form for CPMC Hospital
at the Van Ness and Geary Campus

Contact Information

Company Name

City

Zip Code

Key Contact Person

Street Address (Corporate HQ)

State

Telephone

Key Contact Email

Company Information

Type of Business (Corporation, Partnership, JV, etc.)

Please list Northern California trade organizations/unions
that your company has signatory agreements with:

Annual Revenue Last 2 Years

List work normally performed by your own direct employees

Are you certified with the City and County of San Francisco
Contract Monitoring Division (CMD)?

☐ Yes ☐ No

If yes, complete the following and provide copies of all
certifications listed:

Certificate #

Certified for

Certification Type: ☐ Micro ☐ Small

Ownership Type: ☐ MBE ☐ WBE ☐ OBE

If no, have you been certified by the CMD, ODWD or HRC in
the past?

☐ Yes ☐ No

Are you certified with other governmental agencies in
addition to the SF CMD?

☐ Yes ☐ No

If yes, complete the following and provide copies of all
certifications listed:

Certificate #

Certified for

Certification Type: ☐ Micro ☐ Small

Ownership Type: ☐ MBE ☐ WBE ☐ OBE

Name of Preparer

Date

Signature

EXHIBIT E

Van Ness and Geary Campus

DEMOLITION KICK-OFF

October-December 2013



Mayor Ed Lee and other San Francisco officials joined California Pacific Medical Center executives for the groundbreaking of a new hospital in the Cathedral Hill neighborhood.

The demolition of the Cathedral Hill Hotel in San Francisco began with a kickoff ceremony. This event marks the beginning of the construction for the new California Pacific Medical Center Van Ness and Geary Campus.

The event was the culmination of several years of development talks between city and hospital officials over the projects.

Mayor Ed Lee joined CPMC CEO Warren Browner, Mike Cohill, President of Sutter Health West Bay Region, and others at a ceremony Tuesday morning October 29, 2013 to celebrate the milestone. Work to remove the shuttered hotel at Van Ness Avenue and Geary Boulevard began last month.

In July, the mayor approved plans for the new 274 hospital at Van Ness and Geary as well as plans for a new 120-bed hospital at CPMC's existing St. Luke's campus in the Mission District. Excavation for the Van Ness and Geary Campus will start in April after the

demolition work is complete and it is expected to open by 2019.

"This is a day we've looked forward to for a long time," Lee said.

Several speakers who participated in the event addressed the importance of the new hospital construction. Speakers included Mike Theriault of the San Francisco Building and Construction Trades Council; Dr. Michael Rokeach, Chief of Staff at CPMC and Marilen Logan, Nurse Manager at CPMC's St. Luke's Campus.

"Building two new hospitals ensures that San Franciscans continue to receive necessary care especially in the event of a major earthquake," Cohill said.

Inside this issue:

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Van Ness and Geary Campus Milestone Schedule	2
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"As part of the Sutter Health family, the new CPMC hospitals will strengthen the network of high quality health care that patients have come to expect, even during times of greatest need."

Mike Cohill, President of Sutter Health West Bay Region

Workforce Development - Creating Opportunities



CityBuild Students at City College of San Francisco-Evans Campus



We are on a mission - a mission to create opportunities, to create jobs. With an unparalleled level of commitment and collaboration, HerreroBoldt and our Trade Partners are working closely with the Building Trade Unions, Community Programs/Partners and the Office of Economic and Workforce Development to create partnerships that will sustain themselves long after the completion of the CPMC Van Ness and Geary Campus and the replacement hospital at St. Luke's.

CityBuild Academy, just completing its 17th Cycle, has become a benefactor of our commitment.

We have added more classes to the hands-on training since we began our engagement during Cycle 11. Over the past Cycles, hands-on classes included tile setting by D&J Tile, electrical by Rosendin Electric, the IBEW JATC and Local 6, plumbing and sheet metal by Southland Industries and fire sprinklers by RLH Fire Protection.

With a dozen volunteers responsible for the development of curriculum, our Mission Hiring Hall-Construction Administration & Professional Services Academy (CAPSA) involvement has been a huge success with the students.

Every week, HerreroBoldt volunteers teach a variety of topics related to the basics of construction including Project Start-up, Contracts, Insurance & Bonds, Lean Construction, Payroll, Cost Management, BIM and Document Management. The program prepares San Francisco residents for entry-level careers as professional construction office administrators. We currently have 3 graduates on staff and 4 interns. We will be looking for more internship opportunities as our projects progress.



Murat Odabasi, Project Manager, from Herrero teaching a class on Cost Management at the Construction Administration Professional Services Academy (CAPSA).

Community Outreach

CPMC has a strong history of community outreach designed to foster employment opportunities for disadvantaged individuals, including partnerships with Community-Based Organizations (CBO's), The San Francisco Office of Economic and Workforce Development (OEWD), and the CityBuild Program (CityBuild). CPMC, HerreroBoldt and its Trade Partners are making a positive impact on the lives of San Francisco residents through community outreach.

Fall Community Events Attended

- Youth Community Developers, Inc 40th Anniversary 9/20/13
- Mission Economic Development Agency 40th Anniversary 9/26/13
- CityBuild Open House 9/27/13
- Contract Monitoring Division Vendor Fair 10/7/13
- SFSU Engineering Department Alumni MEP & MESA program BBQ 10/12/13
- San Francisco Conservation Corps Graduation 10/17/13
- CityBuild Academy Graduation 10/23/13

HerreroBoldt & IPD Team
 1200 Van Ness Avenue
 San Francisco, CA 94115
 Phone: (415)762-7447.
 Email: chproject@herreroaldt.com



Trade Partner Spotlight!



FERMA currently serves the entire San Francisco Bay Area with its Green Box hauling services. Since 1963, FERMA Corporation has adopted a simple business principle; create unparalleled value by using the latest in machinery and technology. This principle, combined with 50+ years of knowledge and experience, has allowed FERMA to become a national leader in general engineering and demolition services. By continuously redefining industry standards, FERMA has successfully managed to tackle some of the most difficult and complex projects in scope, time, and budget. At this time, FERMA is at 40% San Francisco resident work hours and it is working with San Francisco trucking companies for the off hauling portion.

San Francisco Residents



Tiffany Turner - Front Desk

Tiffany was born in the Western Addition neighborhood in San Francisco and is the middle of three sisters. Tiffany came to the project through the Construction Administration Professional Services Academy. She is the owner of "Coco Brownies" a gourmet brownie business. Tiffany was the Director of an after school program and enjoys shopping, baking and reading. She is a San Francisco resident and also very fashionable!

David Bruntlett is a native of Seattle, Washington and currently lives in the Sunnyside neighborhood in San Francisco with his wife and two cats. In his spare time, David enjoys playing music, reading, watching the Giants and 49ers and traveling when possible. His career experience spans the fast-paced wealth management industry supporting retail brokers at Morgan Stanley Smith Barney, with experience in processing trade submissions and fund transfers. David came to the project through the Construction Administration Professional Services Academy.



David Bruntlett - Project Coordinator



Cristina Ayats - Project Engineer

Cristina was born in Valencia; east of Spain, by the Mediterranean Sea and she is the youngest of three siblings. Cristina is working as a Project Engineer for the Structural Engineering Team for HerreroBoldt. Cristina holds a BA degree in architecture (specializing in structure) and a Master's Degree in Concrete Engineering from the Polytechnic University of Valencia, Spain. Cristina is now a San Francisco resident.

ATTACHMENT 5

St. Luke's Increment 1

Milestone Completion Notice



RECEIVED

FEB 27 2014

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
REGISTRATION DESK

To: Elizabeth Watty, Assistant Director of Current Planning, City and County of San Francisco

From: Phil Kay, Sutter Health

Date: February 27, 2014

Re: Milestone Completion Notice

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

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

Very truly yours,

Phil Kay
Project Manager
Sutter Health

SMITHGROUP

architecture engineering interiors planning

TRANSMITTAL
www.smithgroup.com

PROJECT NAME

St Lukes Hospital

SUBJECT

OSHPD # H132655-38-0

TO

John Chin

ADDRESS:

OSHPD FDD

**400 R Street, Suite 200
Sacramento, CA 95811**

FROM

Reaz Haque, Project Architect

ADDRESS

**SmithGroup, 301 Battery Street, 7th Floor
San Francisco, CA 94111**

PROJECT NO

38412.000

DATE

FEBRUARY 3, 2014

E-MAIL FOR ARCHITECT

Reaz.Haque@SmithGroupJJR.com

TELEPHONE NO.

(415) 343-2022






WE ARE SENDING YOU: ATTACHED ☐ UNDER SEPARATE COVER ☒ VIA: Hand Carry
THE FOLLOWING

Increment 1, Segment 3A: Structural Foundation and Frame

Drawings: 2 copies, full size drawings
Structural Calculations: 2 copies
Letter of Authorization
Project Application Forms

OFFICE OF
STATEWIDE HEALTH
PLANNING AND
DEVELOPMENT
FACILITIES
DEVELOPMENT
DIVISION
2014 FEB 3 PM 2 38

Sutter Health CPMC Replacement Hospital at the St. Luke's Campus - Construction Schedule

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

ATTACHMENT 6

Transportation Demand Management

2013 CPMC OFF-SITE PARKING SUBSIDIES				
CAMPUS	OFF-SITE PARKING LOCATION	OFF-SITE CONTRACTED SPACES	EMPLOYEES WITH PARKING SPOTS	PERCENT OF EMPLOYEES W/SUBSIDY
PAC	Japan Center 1610 Geary Boulevard San Francisco 94114	400	376	100%
CAL	Geary Mall Garage 5200 Geary Blvd. San Francisco 94114	80	53	100%
F O L S O M	777 Harrison St. San Francisco 94107	22	14	100%
	350 2nd Street San Francisco 94107	12	9	100%
	75 Hawthorne St. San Francisco 94105	17	8	100%
	55 Hawthorne St. San Francisco 94105	5	2	100%
	24 Hrs Fitness San Francisco 94107	30	14	100%
1825 Sac	Staples Garage San Francisco 94109	50	44	100%
DAV	No current employee parking leases	N/A	N/A	N/A
STL	No current employee parking leases	N/A	N/A	N/A
1375 Sutter	No current employee parking leases	N/A	N/A	N/A
Off-Site parking rates are not under CPMC's control. CPMC employees who park at off-site facilities pay subsidized rates that vary by facility.				

CPMC ON-SITE PARKING, CARPOOL AND BICYCLE FACILITIES				
CAMPUS	ON-SITE PARKING SPACES	CARPOOL PERMIT ON-SITE	EMPLOYEES REGISTERED CARPOOL	BIKE PARKING SPOTS
PAC	211	2	6	30
CAL	93	22	66	3
DAV	157	1	3	38
STL	142	3	9	8
VISITORS PARKING RATE		\$ 5.00	PER HOUR (w/increment of \$2 per 1/2 hr)	
PATIENT PARKING RATE		\$ 12.00	FLAT RATE - ALL DAY	
EMPLOYEE DAILY RATE		\$ 20.00	FLAT RATE - ALL DAY	
EMPLOYEE MONTHLY RATE		\$ 120.00	MONTHLY	
The on-site parking rate structure is the same for Visitors/Patients/Employees across all CPMC owned facilities.				

The percentage of employees who participate in the commuter benefits program is approximately 8% (460 employees).
Approximately 24% of CPMC employees (1,326 employees) are eligible for the transit subsidy and 10% (136) of those eligible actually participate.