



MEMO TO THE PLANNING AND HEALTH COMMISSIONS

HEARING DATE: MAY 11, 2023

April 17, 2023

Case Numbers: 2016-004775MCM; 2012.0403W
Project Address: CPMC Development Agreement tracking
Project Sponsor: Vahram Massehian
633 Folsom Street, 1st Floor
San Francisco, CA 94107
Staff Contact: Elizabeth Purl – 628-652-7529
Elizabeth.Purl@sfgov.org

Recommendation: Informational only

Background

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

The DA requires an annual review process to ensure that both the City and CPMC are in compliance with their respective obligations and that the specified community benefits are being delivered. The annual review requires that CPMC submit an Annual Compliance Statement to the City no later than 150 days after the end of their fiscal year (currently, the calendar year). The City is then required to post CPMC's statement and receive public comment for 30 days. Following the public comment period, the City publishes a report on whether CPMC is in compliance with the Development Agreement. The Health and Planning Commissions typically hold a joint hearing on CPMC's compliance with 60 days' notice to the public. After the hearing, the Planning and Health Directors will forward their findings onto the independent third party monitor. The monitor will have 30 days to review the findings and evidence of CPMC's compliance with the DA before sending a letter to the Board of Supervisors stating whether or not he or she concurs with the Directors' findings. If the Directors find CPMC not to be in material compliance with the terms of the Development Agreement, they will immediately notify the City Attorney for consideration and pursuit of appropriate action in accordance with Chapter 56 of the Administrative Code and remedies outlined in the Development Agreement.

The annual reporting process for 2021 was affected by the ongoing pandemic-related public health emergency, and the 2021 City Report was published in March 2023.

The City's Annual Report for January 1 – December 31, 2021 indicates that CPMC was in compliance on each of the obligations contained in the DA, with one exception: the requirement that Sutter Health notify the City and meet and confer with the City before changing or eliminating certain services, including labor and delivery services, at the Mission Bernal Hospital. Some of the community benefit obligations are multi-year commitments and are still in the process of being completed.

Required Commission Action

This is an informational item and no action is required.

Recommendation: Informational only.

Attachments:

CPMC Long Range Development Plan Development Agreement - 2021 Compliance Statement

2021 Annual City Report

Public Comments

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

2021 COMPLIANCE STATEMENT

and

HEALTHCARE COMPLIANCE REPORT

(January 1, 2021 - December 31, 2021)

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ATTACHMENT 1 – Compliance Statement Summary and Healthcare Compliance Report

ATTACHMENT 2 – Development Agreement Payments Schedule/CPMC Payments

ATTACHMENT 3 – Entry Level Operational Hiring

ATTACHMENT 4 – Transportation Demand Management Summary

1. COMPLIANCE STATEMENT

This Compliance Statement is submitted under Section 8 of the Development Agreement (DA) demonstrating compliance with the DA 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 DA, and (iii) reimbursement of City Costs. See Section 8.2.1.¹ Compliance with the Healthcare Obligations is separately addressed 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 on the timing/progress of construction at the Mission Bernal Campus and the Van Ness Campus, as described below.

a. Van Ness Campus - Construction

- i. Hospital – Opening of the Van Ness Campus Hospital, March 4, 2019
- ii. Medical Office Building – First tenants took occupancy in March 2019

Schedule 1 – Van Ness Campus

Sutter Health CPMC Van Ness Campus Construction Schedule							
Van Ness Hospital	2013	2014	2015	2016	2017	2018	2019
Mobilization, Demolition, Excavation and Shoring		■					
Tunnel Construction			■				
Hospital Construction			■	■	■	■	
Training, Stocking & Licensing						■	■
Medical Office Building (MOB)							
Mobilization, Demolition, Excavation and Shoring			■				
MOB Construction				■	■	■	■
Training, Stocking & Licensing							■

b. Mission Bernal Campus - Construction

- i. Mission Bernal Campus Hospital open since August 25, 2018

Schedule 2 – Mission Bernal Campus

Sutter Health CPMC Mission Bernal Campus Construction Schedule						
Mission Bernal Campus	2019	2020	2021	2022	2022	2023
Hartzell Interior Remodel and Sitework	■	■				
1957 & 1970 Building Demolition		■				
Lower Plaza Construction			■			
Medical Office Building Sitework and Construction				■	■	■

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.

3. COMMUNITY COMMITMENTS

3.1 Workforce Agreement (Exhibit E)

a. First Source Entry Level Hiring

CPMC is in compliance and, in coordination with First Source, is making the required good faith efforts regarding the Entry Level Hiring Goal. What constitutes good faith efforts is stated in DA Exhibit E, Sections 5 and 9. CPMC achieved a 43% entry level First Source hiring rate for calendar year 2021. See Attachment 3 for specifics on entry level hiring for hospital operations.

CPMC continues to work 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. Construction Hiring. Of the construction projects subject to the terms of the Development Agreement, all of those that have been started were completed by 2019 and all were found to be in compliance from the start of construction in 2013 thru the completion and, in coordination with CityBuild, to have made the required good faith efforts regarding the Construction Hiring Goal.

c. Local Business Enterprise. CPMC, in coordination with the City's Contract Monitoring Division, made the required good faith efforts towards the Local Business Enterprise (LBE) program goals and was found in compliance from the start of construction in 2013 thru the completion of the projects in 2019. The goal for the LBE program is 14% San Francisco based business contracting. 16% of the total construction work from the start of construction in 2013 thru the completion in 2019 was performed by San Francisco based businesses, totaling \$227,862,265.

CPMC has met its Development Agreement obligations to provide \$4,000,000 to fund workforce training programs.

3.2 Community Healthcare Program (Exhibit F)

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

a. Payments. CPMC has met its DA obligations to provide \$8,600,000 in funds for the Healthcare Innovation program.

See Attachment 2, Development Agreement Payments Schedule.

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. Affordable housing and residential unit replacement payments. CPMC made the required payments totaling \$40,638,620.

3.4 Public Improvements (Exhibit H) and Transportation Program (Exhibit K)

- a. Payments. CPMC has made all required payments for both programs, totaling \$20,925,000. CPMC paid \$584,691 in SFMTA fees in 2021.
- b. TDM. CPMC is implementing the enhanced Transportation Demand Management (TDM) Plan. The elements of the TDM program that are being implemented include employee, visitor and patient parking management, transit subsidies, pre-tax commute benefit program, carpool, carshare, bicycle, emergency ride and courtesy ride home programs. See Attachment 4.

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 2021, The City (OEWD, City Attorney, SFMTA and Planning Department) invoiced CPMC a total of \$199,050 (Jan.-Dec.) Said sum was paid in full. See Attachment 2.

5. INSTITUTIONAL MASTER PLAN UPDATE

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

- a. Property Transactions. No property transactions were completed in 2021 requiring an Assignment and Assumption Agreement in connection with the Development Agreement.

ATTACHMENT 1
Compliance Statement
Summary and Healthcare
Compliance Report

CPMC Development Agreement						
2021 DA Compliance Statement Summary						
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.	11/8/2013	11/8/2023	In compliance. Compliance Statement submitted 5/27/22	Compliance Statement and Attachments 1-4
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 Mission Bernal Campus and the Van Ness Campus	11/8/2013	11/8/2023	In compliance. Both VN and MBC hospitals completed an operational	Compliance Statement, Construction Schedules
Milestone Completion Notice	DA 4.2.3	Provide notice to the City confirming the completion of milestones	11/8/2013	11/8/2019	In compliance. All milestones have been met	Compliance Statement
Schedule and Phasing Milestone Table	Exhibit C	Update Milestone Table with schedule and phasing updates as information becomes available	11/8/2013	11/8/2019	In compliance. Construction schedule/phasing table is current	Compliance Statement, Milestone Table
First Source Entry Level Hiring	Exhibit E C.3	Good faith efforts to fill 40% of available entry level positions with System Referrals	11/8/2013	11/8/2023	In compliance at 43%. 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 \$1,000,000 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	11/8/2013	11/8/2014	In compliance, all payments made	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	11/8/2013	11/8/2023	N/A, no DA construction activity in 2021	N/A
Construction Hiring	Exhibit E A.5b	Good faith efforts to fill 50% of new entry-level positions for administrative and engineering internship candidates	11/8/2013	11/8/2023	N/A, no DA construction activity in 2021	N/A
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	11/8/2013	11/8/2023	N/A, no DA construction activity in 2021	N/A
Construction Hiring	Exhibit E A.6e	Good faith efforts to fill 21% of hours for new union apprentices by System Referrals	11/8/2013	11/8/2023	N/A, no DA construction activity in 2021	N/A
Construction Hiring	Exhibit E A.7b	Good faith efforts to fill 50% of new Entry-Level Positions for union apprentice candidates	11/8/2013	11/8/2023	N/A, no DA construction activity in 2021	N/A
Construction	Exhibit E B.4	Good faith effort to Contract with Local Business Enterprises 14% of the value of all Contracts	11/8/2013	11/8/2023	N/A, no DA construction activity in 2021	N/A
Construction	Exhibit E B.4b(i)	Create Workforce Development Group	11/8/2013	11/8/2023	N/A, no DA construction activity in 2021	N/A
Community Health Program	Exhibit F	23 various commitments	Varies	Varies	In compliance. All payments made. See following pages	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	11/8/2013	11/8/2017	In compliance, all payments made	Compliance Statement, Attachment 2
Public Improvements	Exhibit H	Public Improvements and pedestrian safety measures	11/8/2013	8/25/2025	In compliance, all phase 1 public improvements in various stages of design or construction	Compliance Statement, Attachment 2
Transportation Program	Exhibit K	Payments for transit improvements	11/8/2013	11/8/2023	In compliance, all transit improvement payments made. \$584,691 in SFMTA fee payments made in 2021	Compliance Statement, Attachments 2 and 4
Payment Schedule and Reimbursement of City Costs	DA 4.7	Pay City costs incurred for review of annual DA compliance	11/8/2013	11/8/2023	In compliance, \$199,050 paid in 2021	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	11/8/2013	11/8/2023	In compliance. No property transactions	Compliance Statement, IMP Update

¹8/10/2013 indicates commitments on the Development Agreement Effective Date
11/8/2013 indicates commencement on the date Approvals were Finally Granted

CPMC Development Agreement						
Healthcare Compliance Report						
Fiscal Year 2021						
Item	Section	Commitment	Commitment Start Date ¹	Commitment End Date	Compliance Statement	Supporting Documentation
Baseline Commitment	1a	Unduplicated Patient Commitment: Care for a total of not less than 30,445 Unduplicated Patients.	11/8/2013	11/8/2023	In compliance. CPMC served a total of 30,779 unduplicated patients between 1/1/2021 and 12/31/2021.	Deloitte & Touche Report
	1a	Baseline Expenditure Commitment: Spend at least \$8,000,000 for Community Benefits in San Francisco.	11/8/2013	11/8/2023	In compliance. CPMC substantially exceeded the \$8,000,000 Baseline Expenditure Commitment. In 2021, CPMC spent a total of \$16,522,093 on Community Benefits in San Francisco.	Deloitte & Touche Report
	1d	Transition to Affordable Care Act: Maintain Charity Care policies through 12/31/2015 that are no more restrictive than Charity Care policies in fiscal year 2011.	11/8/2013	12/31/2015	Commitment completed.	
	1d	Transition to Affordable Care Act: Ensure Charity Care policies comply with California law and do not deny Charity Care patients access to inpatient services.	1/1/2016	11/8/2023	In compliance. CPMC maintained Charity Care policies that comply with California law and ensured access to Charity Care patients to inpatient services.	2021 Charity Care Policy
	1e	Bayview Child Health Center: Provide financial and operational support for comprehensive pediatric primary care to residents of the Bayview area through the Center in a manner and amount generally consistent with the level of support in fiscal year 2011-2012.	11/8/2013	11/8/2023	In compliance. CPMC provided financial and operational support for the Bayview Child Health Center consistent with 2011-2012 levels. In November 2013, South of Market Health Center (SMHC), in collaboration with CPMC and the Sutter Pacific Medical Foundation, received funding from the federal Health Resources and Services Administration to transfer ownership of the Bayview Child Health Center to SMHC. The transfer was effective 9/1/14. The Development Agreement provides that CPMC may "sell, lease or transfer programs, services or service lines to meet evolving community needs, operational cost-effectiveness, or quality standards." CPMC provided the following support to the SMHC and the clinic as part of the Baseline Commitment in the Development Agreement: 1. Financial support through an operations grant each year for ten years; 2. Leased the former BCHC Medical Director to SMHC through the end of 2015 to promote continuity of care; 3. Transferred all assets to SMHC at no cost; 4. Invested over \$1,000,000 in tenant improvements to bring the clinic to OSHPD 3 compliance; and, 5. Remains the clinic's specialty and hospital partner-- providing Bayview children with comprehensive services across the care continuum.	
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.	8/10/2013	8/10/2023	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.	8/10/2013	8/10/2023	In compliance. CPMC met the 5,400 additional Medi-Cal beneficiaries commitment in 2014 and continues to exceed it. As of December 2020, CPMC had a total of 38,187 Medi-Cal managed care beneficiaries enrolled in its partnership, which exceeds the development agreement commitment by 20,647 beneficiaries.	San Francisco Health Plan Capitation Report
	2f	Contract with at least 2 management services organizations (MSO) or equivalent participating in the Medi-Cal program. If an MSO becomes available with a primary care provider base in the Tenderloin before 12/31/2015, CPMC must contract with the MSO to care for 1,500 new enrollees.	8/10/2013	12/31/2015.	In compliance. There continues to be no available MSO with a primary care provider based in the Tenderloin and despite efforts by CPMC to support the creation of one, it was deemed financially unfeasible by clinic partners. CPMC is contracted with one MSO, North East Medical Services, and worked with NEMS and St. Anthony's Clinic, a primary care provider in the Tenderloin, to have St. Anthony's join the NEMS MSO. Thus, through forging this new partnership CPMC is the hospital partner for one of St. Anthony's participating medical groups and will work with them to grow enrollment to 1,500 members. CPMC continues to work with St. Anthony's leadership to develop a path to sustainability and support outreach efforts, funded through the Healthcare Innovation Fund. To date, St. Anthony's conducts ongoing outreach events to Tenderloin residents through the St. Anthony's Dining Room, Tenderloin family serving providers, Project Homeless Connect and enhanced Medi-Cal eligibility screening and enrollment at the clinic.	
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.	8/10/2013	10/7/2017	In compliance. CPMC executed the agreement with The San Francisco Foundation. The Committee was formed and CPMC participated via an appointed a member to provide disbursement advice. All payments were made in 2020 thus the committee is no longer active.	
	3b	CPMC shall pay to the Innovation Fund Foundation \$8,600,000 in accordance with Exhibit N.	8/10/2013	10/7/2017	In compliance. All payments have been made.	
	3c	Distribution of the Innovation Fund	8/10/2013	10/7/2017	In compliance. All remaining funds were distributed in 2020 so there is no Innovation Fund report for 2021.	
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.	8/10/2013	06/30/2014 or such date as participating hospitals and Health Commission determine	In compliance. CPMC engaged a consultant and worked with hospitals, post acute providers and city departments to conduct a comprehensive assessment of the post acute care landscape in San Francisco, including sub acute services. The report included specific recommendations to meet the post acute, including sub acute, care needs in San Francisco. CPMC and the team presented the report to the Health Commission on 2/16/2016. CPMC and the other San Francisco hospitals have convened a Post Acute Care Collaborative to work towards implementing recommendations outlined in the report.	
Hospitals at the Mission Bernal and Van Ness Campuses	5a	Mission Bernal Campus Hospital will be a 120-bed General Acute Care Hospital with comprehensive emergency services.	Within 24 months of the Opening of Van Ness Hospital.	10 years	Commitment completed. Mission Bernal opened on 8/25/18 and Van Ness opened 3/2/19.	
	5b	Additional 30 bed Space: The "shelled" space at Van Ness Campus Hospital shall not be built-out for and placed into operation 30 licensed acute care beds until after the Mission Bernal 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 Mission Bernal Campus Hospital utilization.	
	6a(i)	Provide the services listed in Section 6aI-A-C at Mission Bernal Campus Hospital.	Opening of Mission Bernal Campus Hospital.	8/25/2029	In compliance, all listed services are available.	

Item	Section	Commitment	Commitment Start Date ¹	Commitment End Date	Compliance Statement	Supporting Documentation
Mission Bernal Campus	6a(ii)	Establish, operate, and maintain a Center of Excellence in Community Health at the Mission Bernal Campus.	Opening of Mission Bernal Campus Hospital.	8/25/2029	In compliance. The Center of Excellence in Community Health is named HealthFirst at the Mission Bernal Campus. HealthFirst, a center for health education and disease prevention affiliated with St. Luke's Health Care Center, serves patients in chronic disease management by integrating community health workers (CHWs) into the multidisciplinary health care team. CHWs are culturally and linguistically competent as they are recruited from the same community as the patients that HealthFirst serves. CHWs provide health education, assist patients to improve their self-management skills, and encourage them to receive timely and comprehensive care. In 2021 HealthFirst saw 652 unique patients and carried out 2061 encounters. The community advisory board first met in October 2018 and continues to meet. In 2021, due to COVID-19, the meeting was replaced by a series of phone interviews with key community members.	
	6a(iii)	Establish, operate, and maintain a Center of Excellence in Senior Health at the Mission Bernal Campus.	Opening of Mission Bernal Campus Hospital.	8/25/2029	In compliance. The Center of Excellence in Senior Health is made up of the Acute Care for the Elderly (ACE) Unit, the Hospital Elder Life Program (HELP) and a pilot partnership with San Francisco Village. The ACE Unit was established at Mission Bernal Campus with 34 beds, providing interdisciplinary care to older adult patients. The Unit saw 1149 patients in 2021, vastly exceeding the target of 600 as set forth in the Development Agreement. The ACE Unit provides: physical and occupational therapy; group activity therapy, including music therapy, guided imagery and other activities that encourage socialization and mobility; rehabilitation with a focus on exercise, socialization and better sleep; HELP, which develops a personalized care plan to help each patient stay mobile, social and prevent functional decline. In 2018, a community benefit-funded pilot partnership was developed with the non-profit organization SF Village to provide eligible discharged patients with a care navigator to help patients manage their health, prepare for doctor's visits, and access needed community services, easing their transition from hospital to home. This project is continuing for its fourth year. The ACE Unit Medical Director conducted outreach to community partners to ensure the Unit is known as a resource. Meetings have taken place with: OnLok, Brown and Toland, 30th Street Senior Center, Centro Latino and Community Living Campaign. They also hosted an Open House to educate over 60 staff members from local Skilled Nursing Facilities about the Unit's services.	
	6b	Mission Bernal Campus Medical Office Building: CPMC shall submit a proposal for development at the Mission Bernal 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 Mission Bernal Campus Hospital.	Refer to Section 6b(i)	10/8/2023	In compliance. Within the 5 year window of time for the proposal of the Mission Bernal Campus Medical Office Building.	
Integration of Mission Bernal Medical Staff and Patient Quality Outcomes	7	CPMC shall continue its good faith efforts at the clinical integration of medical staffs at the Mission Bernal 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.	10/8/2013	10/8/2023	Commitment completed. Since 2016 CPMC has had a single medical staff at all four campuses, including Mission Bernal. The integration of medical staff was complete following votes in 2016 of the St. Luke's and CPMC medical staffs, and approval of the hospital's Board. CPMC's quality improvement initiatives are also run across the four campuses.	
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.	10/8/2013	10/8/2023	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) and the needs assessment process.	
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.	8/10/2013	8/10/2023	In compliance. During the period covered by this report, CPMC has continued to provide services generally consistent with existing service agreements. CPMC maintained its agreement with Chinese Community Health Plan (CCHP) for their Commercial HMO population and added a new contract in 2014 for their Covered California population. CPMC also maintained its longstanding Transfer Agreement and contract for high risk OB/GYN care with Chinese Hospital. The contract with Chinese Hospital was renewed in early 2020.	
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).	8/10/2013	8/10/2023	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). In 2015 CPMC conducted a CLAS Assessment and provided the assessment to DPH in September 2015. CPMC continued efforts to implement assessment recommendations and improve cultural and linguistic access to services across our four campuses.	2021 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%.	1/1/2014	12/31/2024	In compliance. The negotiated fee for service rates in 2020 are at or below the Medical Rate of Inflation plus 1.5% as compared to 2019. The independent actuary report verified the 2015 compliance with this provision. The City formally requested independent actuary verification for the period between 2015 and 2017 and this review has been completed. We have not received a request for 2020.	

¹ 8/10/2013 indicates commitments on the Development Agreement Effective Date

² 11/8/2013 indicates commencement on the date Approvals were Finally Granted

³ 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

695 Town Center Dr.
Costa Mesa CA 92626
USA

Tel: +1 714 436 7100

www.deloitte.com

May 11, 2022

Mr. Henry Yu
Chief Financial Officer
California Pacific Medical Center (CPMC)
1101 Van Ness Street
San Francisco, CA 94109

Dear Mr. Yu:

In accordance with our statement of work (“SOW”) effective March 22, 2021, this report summarizes the results of the assessment of unduplicated patients performed by Deloitte & Touche LLP (“Advisor” or “we” or “us”) as requested by Sutter Health for its subsidiary California Pacific Medical Center (collectively “Company” or “Sutter” or “CPMC”).

At your request, we performed an assessment between April 5 and April 29, 2022, of the unduplicated patients to be reported by CPMC to the City of San Francisco related to the entitlement CPMC has with 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: Van Ness, Davies, Pacific and Mission Bernal (formerly St. Luke’s), from the period of January 1st, 2021 to December 31st, 2021, reasonably represents and are supported by CPMC’s Patient Accounting records.

Our procedures included the following:

- Advisor conducted interviews with business managers to understand the process and calculations of unduplicated patients to identify Medi-Cal and Charity Care patients and consider whether the process is consistent with the prior year and as previously understood by Advisor.
- Advisor obtained from CPMC the patient details from the period for Medi-Cal and Charity Care patients and performed data analytics on the received data to determine the number of unduplicated Medi-Cal and Charity Care patients.
- Advisor performed data analysis on the unduplicated patient listings, starting with raw data extracted from the patient accounting system, to evaluate whether duplicate patients are included in the listings for calendar year 2021.
- Advisor selected a random sample of 25 patients from calendar year 2021 and evaluated supporting documentation provided by CPMC that supports CPMC’s classification of the patient as a Medi-Cal or Charity Care recipient.
- Advisor’s methodology used in the procedures were consistent with those used in the review of the periods for calendar years 2009 through 2020.

This letter is intended solely for the information and internal use of Sutter Health, and is not intended to be and should not be used by any other person or entity. No other person or entity is entitled to rely, in any manner, or for any purpose, on this letter.

CPMC is subject under the Development Agreement to an “Unduplicated Patient Commitment” of 30,446 Unduplicated Patients (as defined.) This amount is not to include utilization attributable to the 5,400 additional “New Beneficiaries Commitment.” It is our understanding that CPMC and the City of San Francisco have agreed to an adjustment of 837 unduplicated patients as the number necessary to exclude the utilization of the 5,400 additional Medi-Cal managed care enrollees from the commitment.

Based on the procedures performed above, the total unduplicated patient count is 31,616. With the subtraction of the agreed 837 unduplicated patients, the allowable number of unduplicated patients for 2021 is 30,779, representing a surplus of 333 for 2021. This net unduplicated patient count developed by CPMC appears reasonable based upon the procedures performed and reflects the number of Medi-Cal and Charity Care patients treated the period of January 1, 2021 to December 31, 2021 at the Van Ness, Davies, Pacific and Mission Bernal campuses of CPMC as reflected in the CPMC Patient Accounting records.

Advisor 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 expenses selected and reviewed as part of the assessment. 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.

Advisor’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 Advisor 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. Advisor hereby authorizes CPMC to provide the Recipient with a copy of this report (“Deliverable”) for such purpose. CPMC acknowledges and agrees that Advisor 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 Advisor for its services under the 5th amendment (effective December 21, 2018) for the MSA dated November 22, 2013 and the corresponding Statement of Work effective March 22, 2021. 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

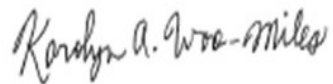
This letter is intended solely for the information and internal use of Sutter Health, and is not intended to be and should not be used by any other person or entity. No other person or entity is entitled to rely, in any manner, or for any purpose, on this letter.

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:

A handwritten signature in cursive script that reads "Karolyn A. Woo-Miles".

Karolyn Woo
Principal

EXHIBIT B



Deloitte & Touche LLP
695 Town Center Dr.
Costa Mesa CA 92626
USA

Tel: +1 714 436 7100

www.deloitte.com

May 11, 2022

Mr. Henry Yu
Chief Financial Officer
California Pacific Medical Center (CPMC)
1101 Van Ness Street
San Francisco, CA 94109

Dear Mr. Yu:

In accordance with our statement of work (“SOW”) effective March 22, 2021, this report summarizes the results of the assessment of community benefits expenses performed by Deloitte & Touche LLP (“Advisor” or “we” or “us”) as requested by Sutter Health for its subsidiary California Pacific Medical Center (collectively “Company” or “Sutter” or “CPMC”).

At your request, we performed an assessment of the processes and internal controls over the recording of “community benefit” Category 3 costs, including a reconciliation of incurred costs from the period of January 1st, 2021 to December 31st, 2021 and whether they meet, at a minimum, the \$8,000,000 threshold established by the City of San Francisco. The assessment also included an analysis to determine that the sampled expense items and their categories align to community health benefits category guidelines from the City of San Francisco.

Our procedures were performed between April 5 and April 29, 2022 and included the following:

- Advisor reviewed the Community Healthcare Program contract to understand the contractual requirements between CPMC and the City of San Francisco. Advisor also reviewed the city guidelines charter to determine what expenses can and should be considered Category 3 expenses as defined in the Catholic Health Association of the United States publication, A Guideline for Planning and Reporting Community Benefits, (CBISA).
- Advisor obtained the list of expenses from CPMC under the Community Health Benefits expense categories and gained an understanding of the process for recording costs. We evaluated the data for reasonableness through walkthroughs and assessment of written processes of accounting for program funding and costs.
- Leveraging the list of gross community benefit expenses, reported as \$16,522,093, Advisor selected a sample based upon the population of expenses that excluded restricted contributions of \$1,191,291 and 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

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procedures:

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

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 correct community health benefits program as required by the City of San Francisco.

Advisor 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 expenses selected and reviewed as part of the assessment. 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.

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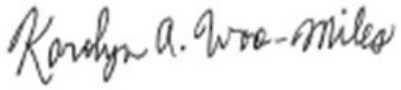
In connection with this assessment, CPMC has informed Advisor that the Company has been requested by the City of San Francisco (the "Recipient") to provide it with a paper copy or portable document format (PDF) of the Deliverable for informational purposes. Advisor hereby authorizes CPMC to provide the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

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Very truly yours,

Deloitte & Touche LLP

A handwritten signature in cursive script that reads "Karolyn A. Woo-Miles".

By:

Karolyn Woo

Principal

EXHIBIT C



Origination Date: 01/01/2016

Effective Date: 12/02/2020

Next Review Date: 12/02/2023

Owner: Scott Abram: SH VP Revenue Cycle

Policy Area: Finance

Policy on Financial Assistance for Sutter Hospitals (Charity Care)

PURPOSE

The purpose of this policy is to establish guidelines for Financial Assistance (Charity Care) available at Sutter hospital facilities and to outline the process for determining eligibility for Financial Assistance.

POLICY

It is policy to provide patients with understandable written information regarding Financial Assistance to provide income-based Financial Assistance (Charity Care) to qualified patients. Unless otherwise specified, this policy does not apply to physicians or other medical providers, including emergency room physicians, anesthesiologists, radiologists, hospitalists, pathologists, etc., whose services are not included in a hospital's bill. This policy does not create an obligation for the hospital to pay for such physicians' or other medical providers' services. In California, an emergency physician who provides emergency services in a hospital is required to provide discounts to uninsured patients or patients with high medical costs who are at or below 350 percent of the federal poverty level. Sutter provides, without discrimination, examination, medical screening and care for emergency medical conditions (within the meaning of section 1867 of the Social Security Act (42 U.S.C. 1395dd)) to individuals regardless of their eligibility under the Policy on Financial Assistance for Sutter Hospitals (Charity Care), within the capabilities and capacity of the facility. Sutter will not engage in any actions that discourage individuals from seeking treatment for emergency medical conditions.

SCOPE

This policy applies to Sutter Health and any legal entity for which Sutter Health is the sole member or directly or indirectly controls at least 51% of the voting power (herein referred to as "Sutter").

DEFINITIONS

Complex/Specialized Services: means services that Sutter hospital determines are complex and specialized (e.g., transplants, experimental and investigational services) as well as certain elective services that are typically excluded from coverage under health plan coverage agreements (e.g., cosmetic procedures).

Federal Poverty Level (FPL): means the measure of income level published annually by the United States Department of Health and Human Services (HHS) and is used by hospitals for determining eligibility for Financial Assistance.

Financial Assistance: means to provide full charity care and high medical cost charity care (as outlined in section A.1 Eligibility).

Hospital Services: “means all services that a hospital is licensed to provide, including emergency and other medically necessary care (excluding Complex/Specialized Services).

Insured Patient: means a patient who has a third-party source of payment for a portion of their medical expenses, but excludes patients who are covered by Medi-Cal/Medicaid.

Patient Responsibility: means the amount that an Insured Patient is responsible to pay out-of-pocket after the patient's third-party coverage has determined the amount of the patient's benefits.

Primary Language of Hospital's Service Area: means a language used by the lesser of 1,000 people or 5% of the community served by the hospital based upon the most recent community health needs assessment performed by hospital.

Uninsured Patient: means a patient who has no third-party source of payment for any portion of their medical expenses, including without limitation, commercial or other insurance, government sponsored healthcare benefit programs, or third party liability, and includes a patient whose benefits under all potential sources of payment have been exhausted prior to an admission.

PROCEDURE

A. ELIGIBILITY

1. **Eligibility Criteria:** During the application process set forth in sections B and C below, hospitals shall apply the following eligibility criteria for Financial Assistance:

Financial Assistance Category	Patient Eligibility Criteria	Available Discount
FULL CHARITY CARE	Patient is an Uninsured Patient with a family income (as defined below) at or below 400% of the most recent FPL	Full write off of all charges for Hospital Services.
HIGH MEDICAL COST CHARITY CARE (for Insured Patients)	<ol style="list-style-type: none"> 1. Patient is an Insured Patient with a family income (as defined below) at or below 400% of the most recent FPL; and 2. Medical expenses for themselves or their family (incurred at the hospital or paid to other providers in the past twelve (12) months exceed 10% of the patient's family income. 	A write off of the Patient Responsibility amount for Hospital Services.

2. **Calculating Family Income:** To determine a patient's eligibility for Financial Assistance, the hospital shall first calculate the patient's Family income, as follows:
- a. **Patient Family:** The patient family shall be determined as follows:
 - i. **Adult Patients:** For patients over 18 years of age, the patient family includes their spouse, domestic partner, and dependent children less than 21 years of age, whether living at home or not.
 - ii. **Minor Patients:** For patients under 18 years of age, the patient family includes their parent(s), caretaker relatives, and other children less than 21 years of age of the parent(s) or caretaker relatives.
 - b. **Proof of Family Income:** Patient shall only be required to provide recent pay stubs or tax returns as proof of income when submitting an application. Family Income is annual earnings of all members of the patient family from the prior 12 months or prior tax year as shown by the recent pay stubs or income tax returns, less payments made for alimony and child support. Income included in this calculation is every form of income, e.g., salaries and wages, retirement income, near cash government transfers like food stamps, and investment gains. Annual income may be determined by annualizing year-to-date family income. Sutter may validate income by using external presumptive eligibility service providers, provided that such service only

determines eligibility using only information permitted by this policy.

- c. **Calculating Family Income for Expired Patients:** Expired patients, with no surviving spouse, may be deemed to have no income for purposes of calculation of family income. Documentation of income is not required for expired patients; however, documentation of estate assets may be required. The surviving spouse of an expired patient may apply for Financial Assistance

3. **Calculating Family Income as a Percentage of FPL:** After determining family income, hospital shall calculate the family income level in comparison to the FPL, expressed as a percentage of the FPL. For example, if the FPL for a family of three is \$20,000, and a patient's family income is \$60,000, the hospital shall calculate the patient's family income to be 300% of the FPL. Hospitals shall use this calculation during the application process to determine whether a patient meets the income criteria for Financial Assistance.
4. **Special Circumstance – Benefits Exhausted During Inpatient Stay:** When an Insured Patient's third-party coverage pays only a portion of the expected reimbursement for the patient's stay because the patient exhausted their benefits during the stay, the hospital should collect from the patient the balance of the expected reimbursement that would have been due from the third-party coverage if the benefits were not exhausted. A hospital shall not pursue from the patient any amount in excess of the amount that would have been due from the third-party coverage if the benefits were not exhausted, plus the patient's share of cost or co-insurance. A patient who exceeded their benefit cap during a stay is eligible to apply for Financial Assistance. If the patient is eligible for Financial Assistance, the hospital shall write off all charges for services that the hospital provided after the patient exceeded the benefit cap.
5. **Medi-Cal/Medicaid Denied Patient Days and Non-covered Services:** Medi-Cal/Medicaid patient are eligible for charity care write-offs related to denied charges and non-covered services. These Treatment Authorization Request (TAR) denial and any lack of payment for non-covered services provided to Medi-Cal/Medicaid patients are to be classified as charity, excluding share of cost identified in Section A.6b below.
6. **Financial Assistance Exclusions/Disqualification:** The following are circumstances in which Financial Assistance is not available under this policy:
 - a. **Uninsured Patient seeks Complex/Specialized Services:** Generally, Uninsured Patients who seek Complex/Specialized Services (e.g. transplants, experimental or investigational procedures), and seek to receive Financial Assistance for such services, must receive administrative approval from the individual responsible for finance at the Hospital (or designee) prior to the provision of such services in order to be eligible for Financial Assistance. Hospitals shall develop a process for patients to seek prior administrative approval for services that

require such approval. Elective services that are normally exclusions from coverage under health plan coverage agreements (e.g., cosmetic procedures) are not eligible for Financial Assistance.

- b. **Medi-Cal/Medicaid Patients with Share of Cost:** Medi-Cal/Medicaid patients who are responsible to pay share of cost are not eligible to apply for Financial Assistance to reduce the amount of share of cost owed. Hospitals shall seek to collect these amounts from the patients.
- c. **Patient declines covered services:** An Insured Patient who elects to seek services that are not covered under the patient's benefit agreement (such as an HMO patient who seeks out-of-network services from Sutter, or a patient refuses to transfer from a Sutter hospital to an in-network facility) is not eligible for Financial Assistance
- d. **Insured Patient does not cooperate with third-party payer:** An Insured Patient who is insured by a third-party payer that refuses to pay for services because the patient failed to provide information to the third-party payer necessary to determine the third-party payer's liability is not eligible for Financial Assistance.
- e. **Payer pays patient directly:** If a patient receives payment for services directly from an indemnity, Medicare Supplement, or other payer, the patient is not eligible for Financial Assistance for the services.
- f. **Information falsification:** Hospitals may refuse to award Financial Assistance to patients who falsify information regarding Family Income, household size or other information in their eligibility application.
- g. **Third party recoveries:** If the patient receives a financial settlement or judgment from a third-party tortfeasor that caused the patient's injury, the patient must use the settlement or judgment amount to satisfy any patient account balances, and is not eligible for Financial Assistance.
- h. **Professional (physician) Services:** Services of physicians such as anesthesiologists, radiologists, hospitalists, pathologists, etc. are not covered under this policy. Any exceptions are set forth in **Attachment A**. Many physicians have charity care policies that allow patients to apply for free or discounted care. Patients should obtain information about a physician's charity care policy directly from their physician.

B. APPLICATION PROCESS

1. Each hospital shall make all reasonable efforts to obtain from the patient or their representative information about whether private or public health insurance may fully or partially cover the charges for care rendered by the hospital to a patient. A patient who indicates at any time the financial inability to pay a bill for Hospital Services shall be evaluated for Financial Assistance. In order to qualify as an Uninsured Patient, the patient or the patient's guarantor must verify that they are not aware of any right to insurance or government program benefits

that would cover or discount the bill. All patients should be encouraged to investigate their potential eligibility for government program assistance if they have not already done so.

2. Patients may request assistance with completing the application for financial assistance in person at the Sutter Hospital listed on **Attachment G**, over the phone at 855-398-1633, through the mail or via the Sutter website (www.sutterhealth.org).
3. Patients who wish to apply for Financial Assistance shall use the Sutter standardized application form, the application for financial assistance (see **Attachment B**).
4. Patients should mail applications for Financial Assistance to Sutter, P. O. Box 619010, Roseville, CA 95661-9998 Attn: Charity Care Application.
5. Patients should complete the application for Financial Assistance as soon as possible after receiving Hospital Services. Failure to complete and return the application within two hundred and forty 240 days of the date the hospital first sent a post-discharge bill to the patient may result in the denial of Financial Assistance.

C. FINANCIAL ASSISTANCE DETERMINATION

1. The hospital will consider each applicant's application for Financial Assistance and grant Financial Assistance when the patient meets the eligibility criteria set forth in section A.1 and has received (or will receive) Hospital Service(s) (see **Attachment C**).
2. Patients also may apply for governmental program assistance, which may be prudent if the particular patient requires ongoing services.
 - a. The hospital should assist patients in determining if they are eligible for any governmental or other assistance, or if a patient is eligible to enroll with plans in the California Health Benefit Exchange (i.e. Covered California) or the Hawaii Health Benefit Exchange (i.e. Hawaii Health Connector).
 - b. If a patient applies, or has a pending application, for another health coverage program at the same time that they apply for Financial Assistance, the application for coverage under another health coverage program shall not preclude the patient's eligibility for Financial Assistance.
3. Once a full charity care or high medical cost charity care determination has been made, a notification form (see **Attachment D**) will be sent to each applicant advising them of the hospital's decision.
4. Patients are presumed to be eligible for Financial Assistance for a period of one (1) year after the hospital issues the notification form to the patient. After one (1) year, patients must re-apply for Financial Assistance.
5. If the Financial Assistance determination creates a credit balance in favor of a patient, the refund of the credit balance shall include interest on the amount of the overpayment from the date of the patient's payment at the statutory rate (10% per annum) pursuant to Health and Safety Code section 127440, provided that hospitals are not required to refund a credit balance that is, together with interest, less than five dollars (\$5).

D. DISPUTES

A patient may seek review of any decision by the hospital to deny Financial Assistance by notifying the individual responsible for finance at the hospital or designee, of the basis of the dispute and the desired relief within thirty (30) days of the patient receiving notice of the circumstances giving rise to the dispute. Patients may submit the dispute orally or in writing. The individual responsible for finance at the hospital or designee shall review the patient's dispute as soon as possible and inform the patient of any decision in writing.

E. AVAILABILITY OF FINANCIAL ASSISTANCE INFORMATION

1. **Languages:** This policy shall be available in the Primary Language(s) of Hospital's Service Area. In addition, all notices/communications provided in this section shall be available in Primary Language(s) of Hospital's Service Area and in a manner consistent with all applicable federal and state laws and regulations.
2. **Information Provided to Patients During the Provision of Hospital Services:**
 - a. **Preadmission or Registration:** During preadmission or registration (or as soon thereafter as practicable) hospitals shall provide all patients with a copy of **Attachment E**, which includes a plain language summary of the Financial Assistance policy and also contains information regarding their right to request an estimate of their financial responsibility for services. Hospitals shall identify the department that patients can visit to receive information about, and assistance with applying for, Financial Assistance.
 - b. **Financial Assistance Counselors:** Patients who may be Uninsured Patients shall be assigned financial counselors, who shall visit with the patients in person at the hospital. Financial counselors shall give such patients a Financial Assistance application, as well as contact information for hospital personnel who can provide additional information about this Financial Assistance policy, and assist with the application process.
 - c. **Emergency Services:** In the case of emergency services, hospitals shall provide all patients a plain language summary of the Financial Assistance policy as soon as practicable after stabilization of the patient's emergency medical condition or upon discharge.
 - d. **Applications Provided at Discharge:** At the time of discharge, hospitals shall provide all patients with a copy of **Attachment E**, which includes a plain language summary of the Financial Assistance policy and all Uninsured Patients with applications for Medi-Cal/Medicaid and California Children's Services or any other potentially applicable government program.
3. **Information Provided to Patients at Other Times:**
 - a. **Billing Statements:** Hospitals shall bill patients in accordance with the Policy on Billing and Collections for Sutter Health Hospitals. Billing statements to patients shall include **Attachment E**, which contains a plain language summary of the Financial Assistance policy, a phone number for patients to call

with questions about Financial Assistance, and the website address where patients can obtain additional information about Financial Assistance including the Financial Assistance Policy, a plain language summary of the policy, and the application for Financial Assistance. A summary of your legal rights is included in **Attachment F**, and also included on the patient's final billing statement.

- b. **Contact Information:** Patients may call 1-855-398-1633 or contact the hospital department listed on **Attachment G** to obtain additional information about Financial Assistance and assistance with the application process.
- c. **Upon Request:** Hospitals shall provide patients with paper copies of the Financial Assistance Policy, the application for Financial Assistance, and the plain language summary of the Financial Assistance Policy upon request and without charge.

4. **Publicity of Financial Assistance Information**

- a. **Public Posting:** Hospitals shall post copies of the Financial Assistance Policy, the application for Financial Assistance, and the plain language summary of the Financial Assistance Policy in a prominent location in the emergency room, admissions area, and any other location in the hospital where there is a high volume of patient traffic, including, but not limited to the waiting rooms, billing offices, and hospital outpatient service settings. These public notices shall include information about the right to request an estimate of financial responsibility for services.
- b. **Website:** The Financial Assistance Policy, application for Financial Assistance, and plain language summary shall be available in a prominent place on the Sutter website (www.sutterhealth.org) and on each individual hospital's website. Persons seeking information about Financial Assistance shall not be required to create an account or provide any personal information before receiving information about Financial Assistance.
- c. **Mail:** Patients may request a copy of the Financial Assistance Policy, application for Financial Assistance and plain language summary be sent by mail, at no cost to the Patient.
- d. **Advertisements/Press Releases:** As necessary and on at least an annual basis, Sutter will place an advertisement regarding the availability of Financial Assistance at hospitals in the principal newspaper(s) in the communities served by Sutter, or when doing so is not practical, Sutter will issue a press release containing this information, or use other means that Sutter concludes will widely publicize the availability of the policy to affected patients in our communities.
- e. **Community Awareness:** Sutter will work with aligned organizations, physicians, community clinics and other health care providers to notify members of the community (especially those who are most likely to require Financial Assistance) about the availability of Financial Assistance.

F. MISCELLANEOUS

1. Recordkeeping:

Records relating to Financial Assistance must be readily accessible. Hospitals must maintain information regarding the number of Uninsured Patients who have received services from the hospital, the number of Financial Assistance applications completed, the number approved, the estimated dollar value of the benefits provided, the number of applications denied, and the reasons for denial. In addition, notes relating to a patient's approval or denial for Financial Assistance should be entered into the patient's account.

2. Payment Plans:

Patients may be eligible for a payment plan. Payment plan shall be offered and negotiated per the Policy on Billing and Collections for Sutter Health Hospitals.

3. Billing and Collections:

Hospitals may employ reasonable collection efforts to obtain payment from Patients. Information obtained during the application process for Financial Assistance may not be used in the collection process, either by the hospital or by any collection agency engaged by the hospital. General collection activities may include issuing patient statements, phone calls, and referral of statements have been sent to the patient or guarantor. Affiliates and revenue cycle departments must develop procedures to ensure that patient questions and complaints about bills are researched and corrected where appropriate, with timely follow up with the patient. Hospital or collection agencies will not engage in any extraordinary collection actions (as defined by the Policy on Billing and Collection for Sutter Health Hospitals). Copies of the Policy on Billing and Collection for Sutter Health Hospitals may be obtained free of charge on the Sutter website at www.sutterhealth.org, by calling 855-398-1633, or within the hospital patient registration, patient financial services offices and the emergency department.

4. Submission to OSHPD:

Sutter hospitals will submit Financial Assistance policies to the Office of Statewide Planning and Healthcare Development (OSHPD). Policies can be located on the [OSHPD website](#).

5. Amounts Generally Billed:

In accordance with Internal Revenue Code Section 1.501(r)-5, Sutter adopts the prospective Medicare method for amounts generally billed; however, patients who are eligible for Financial Assistance are not financially responsible for more than the amounts generally billed because eligible patients do not pay any amount.

REFERENCE

Internal Revenue Code section 501(r)

26 Code of Federal Regulations 1.501(r)-1 through 1.501(r)-7

California Health and Safety Code section 124700 through 127446

This policy is intended to be read with the Sutter Health Billing and Collection Policy (Finance Policy 14-227).

ATTACHMENTS

Attachment A – Providers Covered and Not Covered by Policy

Attachment B – Application for Financial Assistance

Attachment C – Financial Assistance Calculation Worksheet

Attachment D – Notification Form Sutter Health Eligibility Determination for Charity Care

Attachment E – Important Billing Information for Patients

Attachment F – Notice of Rights

Attachment G – Sutter Health Affiliate Hospitals, Physical Address and Website Address for Financial Assistance

Attachment A

Providers Covered and Not Covered by Policy

The providers listed at <http://www.sutterhealth.org/communitybenefit/financial-assistance.html> are covered under this Policy.

The providers listed at <http://www.sutterhealth.org/communitybenefit/financial-assistance.html> that are NOT covered under this Policy

**Attachment B
APPLICATION FOR FINANCIAL ASSISTANCE**

PATIENT NAME _____ SPOUSE _____
 ADDRESS _____ PHONE _____
 ACCOUNT# _____ SNN _____
 (PATIENT) (SPOUSE)

FAMILY STATUS: List any spouse, domestic partner, or children under the age of 21.
 If patient is a minor, list all parents, caretaker relatives, and siblings under 21

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 Other Family

Gross Pay (before deductions)	_____	_____
Add: 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, parents (for minor patients), spouse and children 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 for the purpose of determining my eligibility for a financing 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)

**Attachment C
FINANCIAL ASSISTANCE CALCULATION WORKSHEET**

Patient Name: _____ Patient Account #: _____

Sutter Health Affiliate: _____

Special Considerations/Circumstances: _____

	Yes	No
Does Patient have Health Insurance?	<input type="checkbox"/>	<input type="checkbox"/>
Is Patient Eligible for Medicare?	<input type="checkbox"/>	<input type="checkbox"/>
Is Patient Eligible for Medi-Cal/Medicaid?	<input type="checkbox"/>	<input type="checkbox"/>
Is Patient Eligible for Other Government Programs (i.e. Crime Victims, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>

If the patient applies, or has a pending application, for another health coverage program at the same time that he or she applies for a charity care or discount payment program, neither application shall preclude eligibility for the other program.

Does Patient have other insurance (i.e. auto medpay)?	<input type="checkbox"/>	<input type="checkbox"/>
Was Patient injured by a third party?	<input type="checkbox"/>	<input type="checkbox"/>
Is Patient Self-Pay?	<input type="checkbox"/>	<input type="checkbox"/>

Charity/Financial Assistance Calculation:

Total Combined Current Monthly Income (From Statement of Financial Condition) \$ _____

Family Size (From Statement of Financial Condition) _____

Qualification for Charity Care/Financial Assistance (circle one): Full; High Medical Cost; Catastrophic

(Identify using eligibility guide) No Eligibility

Catastrophic Charity Write-off Calculation (complete section only if patient qualifies for catastrophic charity w/o):

A. Patient Liability (total charges unless another discount has been applied) \$ _____

B. Annual Income \$ _____

C. Patient Liability as Percent of Annual Income. \$ _____

D. Is Line A divided by Line B greater than .30 (30%)? Yes No

E. If no, patient is not eligible for this type of write-off \$ _____

F. If yes, multiply Line B by 30 % to identify the patient liability amount \$ _____

G. If yes, Subtract line F from Line A to identify the write-off amount \$ _____

Total Amount of Recommended Charity Write-offs(s): \$ _____

Worksheet Completed by:

Phone:

Approved by:

Date:

Attachment D
NOTIFICATION FORM
SUTTER HEALTH
ELIGIBILITY DETERMINATION FOR FINANCIAL ASSISTANCE

Sutter Health has conducted an eligibility determination for financial assistance for:

PATIENTS NAME	ACCOUNT NUMBER	DATE(S) OF SERVICE
---------------	----------------	--------------------

The request for financial assistance was made by the patient or on behalf of the patient on _____. This determination was completed on _____.

Based on the information supplied by the patient or on behalf of the patient, the following determination has been made:

Your request for financial assistance has been approved for services rendered on _____.

After applying the financial assistance reduction, the amount owed is \$_____.

Your request for financial assistance is pending approval. However, the following information is required before any adjustment can be applied to your account:

Your request for financial assistance has been denied because:

REASON:

Granting of financial assistance is conditioned on the completeness and accuracy of the information provided to the hospital. In the event the hospital discovers you were injured by another person, you have additional income, you have additional insurance or provided incomplete or inaccurate information regarding your ability to pay for the services provided, the hospital may revoke its determination to grant Financial Assistance and hold the you and/or third parties responsible for the hospital's charges.

If an application has been submitted for another health coverage program at the same time that you submit an application for Financial Assistance, neither application shall preclude eligibility for the other program.

If you have any questions on this determination, please contact:

Patient Financial Services
855-398-1633

Attachment E

Important Billing Information for Patients Financial Assistance Plain Language Summary

Thank you for choosing Sutter Health. This handout is designed to help our patients understand the Financial Assistance that is available to eligible patients, the application process for Financial Assistance, and your payment options. Your hospital bill will not include any bill for services you may receive during your hospital stay from physicians, anesthesiologists, clinical professionals, ambulance companies, and other providers that may bill you separately for their services. If you wish to seek assistance with paying your bills from these other providers, you will need to contact the providers directly.

Emergency Services: If you received emergency services at the hospital, you will receive a separate bill for the emergency room physician. Any questions pertaining to the emergency room physician's services should be directed to the physician. An emergency room physician, as defined in Section 127450 of the Health and Safety Code, who provides emergency medical services in a hospital that provides emergency care is required by law to provide discounts to uninsured patients or insured patients with high medical costs who are at or below 350% of the federal poverty level.

Payment Options: Sutter Health has many options to assist you with payment of your hospital bill.

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. The payment plan is negotiated between the Hospital and the patient.

Medi-Cal/Medicaid & Government Program Eligibility: You may be eligible for a government-sponsored health benefit program. Sutter Health has staff available to assist you with applying for government programs like Medi-Cal/Medicaid. Please contact Patient Financial Assistance at (855) 398-1633 if you would like additional information about government programs, or need assistance with applying for such programs. This facility also contracts with organizations that may assist you further with applying for government assistance, if needed.

Covered California: You may be eligible for health care coverage under Covered California, which is California's health benefit exchange under the Affordable Care Act. Contact the hospital financial assistance department at (855) 398-1633 for more detail and assistance to see if you qualify for health care coverage through Covered California.

Summary of Financial Assistance (Charity Care): Sutter Health is

committed to providing financial assistance to qualified low income patients and patients who have insurance that requires the patient to pay significant portion of their care. The following is a summary of the eligibility requirements for Financial Assistance and the application process for patient who wish to seek Financial Assistance. The following are categories of patients who are eligible for Financial Assistance:

- Patients who have no third-party source of payment, such as an insurance company or government program, for any portion of their medical expenses **and** have a family income at or below 400% of the federal poverty level.
- Patients who are covered by insurance but have (i) family income at or below 400% of the federal poverty level; **and** (ii) medical expenses for themselves or their family (incurred at the hospital affiliate or paid to other providers in the past 12 months) that exceed 10% of the patient's family income.
- Patients who are covered by insurance but exhaust their benefits either before or during their stay at the hospital, and have a family income at or below 400% of the federal poverty level.

You may apply for Financial Assistance using the application form that is available from Patient Financial Services, which is located within the Patient Access/Registration Departments at the Hospital or by calling Patient Financial Services at 855-398-1633, or on the Sutter Health or Hospital website (www.sutterhealth.org). You may also submit an application by speaking with a representative from Patient Financial Services, who will assist you with completing the application. During the application process you will be asked to provide information regarding the number of people in your family, your monthly income, and other information that will assist the hospital with determining your eligibility for Financial Assistance. You may be asked to provide a pay stub or tax records to assist Sutter with verifying your income.

After you submit the application, the hospital will review the information and notify you in writing regarding your eligibility. If you have any questions during the application process, you may contact the Patient Financial Services office at (855) 398-1633.

If you disagree with the hospital's decision, you may submit a dispute to the Patient Financial Services office.

Copies of this Hospital's Financial Assistance Policy, the Plain Language Summary and Application, as well as government program applications are available in multiple languages in person at our Patient Registration and Patient Financial Services offices as well as at www.sutterhealth.org and available by mail. We can also send you a copy of the Financial Assistance Policy free of charge if you contact our Patient Financial Services office at 855-398-1633.

In accordance with Internal Revenue Code Section 1.501(r)-5, Sutter Health adopts the prospective Medicare method for amounts generally billed; however, patients who are eligible for financial assistance are not financially responsible for more than the amounts generally billed because eligible patients do not pay any amount.

Pending applications: If an application has been submitted for another health coverage program at the same time that you submit an application for charity care, neither application shall preclude eligibility for the other program.

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 Access at 855-398-1637. If you have any questions, or if you would like to pay by telephone, please contact the Patient Financial Services at 855-398-1633.

Attachment F

Notice of Rights

Thank you for selecting Sutter Health for your recent services. Enclosed please find a statement of the charges for your hospital visit. **Payment is due immediately.** You may be entitled to discounts if you meet certain financial qualifications, discussed below, or if you submit payment promptly.

Please be aware that this is the bill for hospital services only. There may be additional charges for services that will be provided by physicians during your stay in the hospital, such as bills from physicians, and any anesthesiologists, pathologists, radiologists, ambulance services, or other medical professionals who are not employees of the hospital. You may receive a separate bill for their services.

Summary of Your Rights: State and federal law require debt collectors to treat you fairly and prohibit debt collectors from making false statements or threats of violence, using obscene or profane language, or making improper communications with third parties, including your employer. Except under unusual circumstances, debt collectors may not contact you before 8:00 a.m. or after 9:00 p.m. In general, a debt collector may not give information about your debt to another person, other than your attorney or spouse. A debt collector may contact another person to confirm your location or to enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission by telephone at 1-877-FTC-HELP (382-4357) or online at www.ftc.gov.

Nonprofit credit counseling services, as well as consumer assistance from local legal services offices, may be available in your area. Please contact Patient Financial Services office at 855-398-1633 for a referral.

Sutter Health has agreements with external collection agencies to collect payments from patients. Collection Agencies are required to comply with the hospital's policies. Collection Agencies are also required to recognize and adhere to any payments plans agreed upon by the hospital and the patient.

Financial Assistance (Charity Care): Sutter Health is committed to providing financial assistance to qualified low income patients and patients who have insurance that requires the patient to pay significant portion of their care. The following is a summary of the eligibility requirements for Financial Assistance and the application process for patient who wish to seek Financial Assistance. The following categories of patients who are eligible for Financial Assistance:

- Patients who have no third-party source of payment, such as an insurance company or government program, for any portion of their medical expenses **and** have a family income at or below 400% of the federal poverty level.
- Patients who are covered by insurance but have (i) family income at or below 400% of the federal poverty level; **and** (ii) medical expenses for themselves or their family (incurred at the hospital affiliate or paid to other

providers in the past 12 months) that exceed 10% of the patient's family income.

- Patients who are covered by insurance but exhaust their benefits either before or during their stay at the hospital, and have a family income at or below 400% of the federal poverty level.

You may apply for Financial Assistance using the application form that is available from Patient Financial Services, which is located at located within the Patient Access/Registration Departments at the Hospital, or by calling Patient Financial Services at 855-398-1633, or on the Sutter Health or Hospital website (www.sutterhealth.org). You may also submit an application by speaking with a representative from Patient Financial Services, who will assist you with completing the application. During the application process you will be asked to provide information regarding the number of people in your family, your monthly income, and other information that will assist the hospital with determining your eligibility for Financial Assistance. You may be asked to provide a pay stub or tax records to assist Sutter with verifying your income.

After you submit the application, the hospital will review the information and notify you in writing regarding your eligibility. If you have any questions during the application process, you may contact the Patient Financial Services office at (855) 398-1633.

If you disagree with the hospital's decision, you may submit a dispute to the Patient Financial Services office.

Copies of this Hospital's Financial Assistance Policy, the Plain Language Summary and Application, as well as government program applications are available in multiple languages in person at our Patient Registration or Patient Financial Services offices, as well as at sutterhealth.org and available by mail. We can also send you a copy of the Financial Assistance Policy free of charge if you contact our Patient Financial Services office at 855-398-1633.

In accordance with Internal Revenue Code Section 1.501(r)-5, Sutter Health adopts the prospective Medicare method for amounts generally billed; however, patients who are eligible for financial assistance are not financially responsible for more than the amounts generally billed because eligible patients do not pay any amount.

Pending applications: If an application has been submitted for another health coverage program at the same time that you submit an application for charity care, neither application shall preclude eligibility for the other program.

Health Insurance/Government Program Coverage/Financial Assistance: If you have health insurance coverage, Medicare, Medi-Cal/Medicaid, California Children's Services, or any other source of payment for this bill, please contact Patient Financial Services at 855-398-1633. If appropriate, Patient Financial Services will bill those entities for your care.

If you do not have health insurance or coverage through a government program like

Medi-Cal/Medicaid or Medicare, you may be eligible for government program assistance. Patient Financial Services can provide you with application forms, and assist you with the application process.

If you have received an award of Financial Assistance from the Hospital that you believe covers the services that are the subject of this bill, please contact Patient Financial Services at 855-398-1633.

California Health Benefit Exchange: You may be eligible for health care coverage under Covered California. Contact the hospital Business Services for more detail and assistance to see if you qualify for health care coverage through Covered California.

Contact Information: Patient Financial Services is available to answer questions you may have about your hospital bill, or would like to apply for Financial Assistance or government program. The telephone number is 855-398-1633. Our telephone hours are 8:00 A.M. to 5:00 P.M., Monday through Friday.

Attachment G

Sutter Health Affiliate Hospitals, Physical Address and Website Address for Financial Assistance

Alta Bates Summit Medical Center

Patient Access/Registration

Ashby Campus

2450 Ashby Avenue
Berkeley, CA 94705
510-204-4444

Herrick Campus

2001 Dwight Way
Berkeley, CA 94704
510-204-4444

Merritt Peralta Institute (MPI)

3012 Summit Street, 5th Floor
Oakland, CA 94609
510-652-8000

Summit Campus

350 Hawthorne Avenue
Oakland, CA 94609
510-655-4000

Summit Campus (South Pavilion)

3100 Summit Street
Oakland, CA 94609-3412
510-655-4000

<http://www.altabatesummit.org>

California Pacific Medical Center

Patient Access/Registration

California Campus

3700 California Street
San Francisco, CA 94118
415-600-6000

Pacific Heights Campus

2333 Buchanan Street
San Francisco, CA 94115
415-600-6000

Davies Campus

Castro and Duboce
San Francisco, CA 94114
415-600-6000

Van Ness Campus

1101 Van Ness Avenue
San Francisco, CA 94109
415-600-6000

Mission Bernal Campus

3555 Cesar Chavez St.
San Francisco, CA 94110
415-647-8600

<http://www.cpmc.org>

Eden Medical Center***Patient Access/Registration*****Eden Campus**

20103 Lake Chabot Road
Castro Valley, CA 94546
510-537-1234

<http://www.edenmedicalcenter.org>

**Kahi Mohala, A Behavioral
Healthcare System*****Patient Access/Registration***

91-2301 Fort Weaver Road
Ewa Beach, HI 96706
808-671-8511

<http://www.kahimohala.org>

Memorial Medical Center***Patient Access/Registration***

1700 Coffee Road
Modesto, CA 95355
209-526-4500

<http://www.memorialmedicalcenter.org>

Memorial Hospital, Los Banos

Patient Access/Registration

520 I Street
Los Banos, CA 93635
209-826-0591

<http://www.memoriallosbanos.org>

Menlo Park Surgical Hospital

Patient Access/Registration

570 Willow
Road Menlo
Park, CA
94025 650-
324-8500

<http://www.pamf.org/mpsh>

**Mills-Peninsula Health
Services**

Patient Access/Registration

1501 Trousdale Drive
Burlingame, CA 94010
(650) 696-5400

<http://www.mills-peninsula.org>

Novato Community Hospital

Patient Access/Registration

180 Rowland Way
Novato, CA 94945
415-897-3111

<http://www.novatocommunity.org>

Stanislaus Surgical Hospital

Patient Access/Registration

1421 Oakdale Road
Modesto, CA 95355
209-572-2700

<https://stanislaussurgical.com>

Sutter Amador Hospital

Patient Access/Registration

200 Mission Blvd.
Jackson, CA 95642
209-223-7500

<http://www.sutteramador.org>

Sutter Auburn Faith Hospital

Patient Access/Registration

11815 Education Street
Auburn, CA 95602
530-888-4500

<http://www.sutterauburnfaith.org>

Sutter Coast Hospital

Patient Access/Registration

800 East Washington Blvd.
Crescent City, CA 95531
707-464-8511

<http://www.suttercoast.org>

Sutter Davis Hospital

Patient Access/Registration

2000 Sutter Place
(P.O. Box 1617)
Davis, CA 95617
530-756-6440

<http://www.sutterdavis.org>

Sutter Delta Medical Center

Patient Access/Registration

3901 Lone Tree Way
Antioch, CA 94509

925-779-7200

<http://www.sutterdelta.org>

**Sutter Lakeside Hospital and
Center for Health**

Patient Access/Registration

5176 Hill Road East
Lakeport, CA 95453
707-262-5000

<http://www.sutterlakeside.org>

**Sutter Maternity & Surgery Center
of Santa Cruz**

Patient Access/Registration

2900 Chanticleer Avenue
Santa Cruz, CA 95065-1816
831-477-2200

<http://www.suttersantacruz.org>

Sutter Medical Center, Sacramento

Patient Access/Registration

2825 Capitol Avenue
Sacramento, CA 95816
916-887-0000

Sutter Center for Psychiatry

Patient Access/Registration

7700 Folsom Blvd.
Sacramento, CA 95826
916-386-3000

<http://www.suttermedicalcenter.org>

Sutter Roseville Medical Center

Patient Access/Registration

One Medical Plaza
Roseville, CA 95661

916-781-1000

<http://www.sutterroseville.org>

Sutter Santa Rosa Regional Hospital

Patient Access/Registration

30 Mark West Springs Road
Santa Rosa, CA 95403
707-576-4000

<http://www.suttersantarosa.org>

Sutter Solano Medical Center

Patient Access/Registration

300 Hospital Drive
Vallejo, CA 94589
707-554-4444

<http://www.suttersolano.org>

Sutter Surgical Hospital - North Valley

Patient Access/Registration

455 Plumas Boulevard
Yuba City, CA 95991
530-749-5700

<http://www.suttersurgicalhospitalnorthvalley.org>

Sutter Tracy Community Hospital

Patient Access/Registration

1420 N. Tracy Boulevard
Tracy, CA 95376-3497
209-835-1500

<http://www.suttertracy.org>



EXHIBIT D

Capitation Support - Medi - Cal
Dec-21
CPMC (CAL)NEM

	Cap less Stop Loss	Cap Rate Eff 1/1/21	Cap Rate Eff 7/1/20	Cap Rate Eff 1/1/20	Cap Rate	Total Member Months	Retro	Retro Jan-Jun 2020	Retro Jul-Dec 2020	Retro 2021	Dec-21	
Family/Foster/Refugee	0.00	\$ -	\$ -	\$ -		-						
Aged M02	280,663.20	\$ 206.37	\$ 206.37	\$ 206.37		1,360			(1)	(17)	1,378	
Disabled / Blind M03	215,450.28	\$ 206.37	\$ 206.37	\$ 206.37		1,044			1	16	1,027	
BCCTP M11	659.96	\$ 329.98	\$ 329.98	\$ 329.98		2					2	
Aged - Dual C02	122,025.60	\$ 30.40	\$ 30.40	\$ 38.06		4,014			1	19	3,994	
Blind/Disabled - Dual C03	19,273.60	\$ 30.40	\$ 30.40	\$ 38.06		634				3	631	
Child Converting from HF M21	101,887.00	\$ 29.32	\$ 29.32	\$ 29.32		3,475				(2)	3,477	
Child 18 M22/C22	256,725.92	\$ 29.32	\$ 29.32	\$ 29.32		8,756				(8)	8,764	
MCE M31	1,517,062.84	\$ 101.96	\$ 101.96	\$ 101.96		14,879			(1)	(33)	14,913	
MCE - Dual C31	5,289.60	\$ 30.40	\$ 30.40	\$ 38.06		174				10	164	
Adult19 M32/C32	456,124.20	\$ 78.05	\$ 78.05	\$ 78.05		5,844				21	5,823	
	\$ 2,975,162.20					40,182				0	9	40,173
						OK			Total Net Retro		9	
Retro MCE rate change	\$ -											
	\$ 2,975,162.20											
											<u>Stop Loss Premium paid on behalf of Provider</u>	

EXHIBIT E

CPMC: Culturally and Linguistically Appropriate Services Action Plan

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<p>Organizational Values and Principles</p>	<p><i>ORGANIZATIONAL FOCUS - OPERATIONAL EXCELLENCE: Critical to delivering an outstanding patient experience. We Strive to clarify priorities, enable efficient, faster decision-making and spread best practices.</i></p>		
<p>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.</p>	<p>a) The CLAS Action Planning committee has joined the larger Diversity, Equity, and Inclusion Council of CPMC. The DEI Council continues to develop implementation strategies in the support, improvement, monitoring, and development of culturally and linguistically appropriate services.</p> <p>b) Continued partnership with Emergency Services, Care Coordination, Communications, Ethics and St. Luke’s Community Clinic. Continued partnership between the DEI Council and the following hospital departments: Nursing Education, Quality and Safety, Interpreter Services, Volunteer Services, Community Benefit, Data and Management, Human Resources, Patient Relations, Spiritual Care Services, HealthFirst, and Nursing.</p> <p><u>Note:</u> Standards 2 through 15 represent the practices and policies intended to be the fundamental building blocks of culturally and linguistically appropriate services that are necessary to achieve Standard 1. Therefore, the strategies in which CLAS care is addressed will be further discussed in the following standards. This includes the result components and action steps of the CLAS assessment as well.</p>	<p>KEY INDICATORS:</p> <p>a) Establish safe and welcoming environment at every point of contact that both fosters appreciation of the diversity of individuals and provides patient- and family-centered care</p> <p>b) Ensure that all individuals receiving health care and services experience culturally and linguistically appropriate encounters</p> <p>c) Meet communication needs so that individuals understand the health care and services they are receiving, can participate effectively in their own care, and make informed decisions</p> <p>d) Intentional effort to eliminate discrimination and disparities</p>	<p>1. Held regular meetings with the DEI Council, to support the improvement, monitoring, and development of culturally and linguistically appropriate services.</p> <p>2. Continued review of policy, procedures and programs through CLAS Action Planning.</p> <p>3. Continued review of Continued Medical Education (CME) course offerings to ensure educational activities addressed health disparities and/or cultural/language barriers.</p>

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<p>Governance, Leadership and Workforce:</p>	<p><i>ORGANIZATIONAL FOCUS - OPERATIONAL EXCELLENCE: Critical to delivering an outstanding patient experience. We Strive to clarify priorities, enable efficient, faster decision-making and spread best practices.</i></p>		
<p>2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.</p>	<p>a) the DEI Council continues to support and promote CLAS through policies, practices and allocated resources. Continually reevaluated with the senior leadership the ways in which CLAS standards could be further integrated into the systems and structures of CPMC and better communicated with staff.</p> <p>b) Reviewed the Interpreter Services departmental budgets which document financial contributions to the provision of systems that support culturally and linguistically appropriate services for patients and community partners.</p> <p>c) Delivered annual presentation to general management to inform the ways in which the organization has increased capacity to provide CLAS care and provide updates on upcoming CLAS implementations, including CLAS screensavers.</p> <p>d) Continued relationships at the Sutter System level to support the following areas:</p> <ul style="list-style-type: none"> • Patient Family Advisory committees • Participation in the system level inclusion resource groups including the Multicultural Resource Group, LGBTQ Resource Group, and ADA Resource Group <p>e) Executive leadership participation in the System level diversity & Inclusion course, Inclusive Leaders. Utilized training materials and concepts from the leadership course to inform additional management training.</p> <p>f) Continued communications for senior management and general management on CLAS and Interpreter Services. Included updated training on the use of Remote Video Interpreters and Workstations on Wheels for ASL needs and the importance of language services for patient safety.</p> <p>g) Initiated or continued partnership between the DEI Council and the following hospital departments: Nursing Education, Quality and Safety, Interpreter Services, Volunteer Services, Community Benefit, Data and Management, Human Resources, Patient Relations, Spiritual Care Services, and Nursing Administration, Emergency Services, Care Coordination, Communications, Ethics and St. Luke's Community Clinic and HealthFirst.</p>	<p>KEY INDICATORS:</p> <p>a) Provision of appropriate resources and accountability</p> <p>b) Organization's demonstrated appreciation and respect for diverse beliefs and practices</p> <p>c) Supports transparency and communication between the service setting and the populations that it serves</p>	<p>1. Continued to have a process in place in which policies and procedures are routinely reviewed.</p> <p>2. Updated senior management on CLAS implementations and progress by way of regular General Management meeting.</p> <p>3. Budgeted resources to support CLAS related services in the Interpreter Services, Nursing Education and Community Benefit Departments.</p>
CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)

<p>Governance, Leadership and Workforce:</p>	<p><i>ORGANIZATIONAL FOCUS - OPERATIONAL EXCELLENCE: Critical to delivering an outstanding patient experience. We Strive to clarify priorities, enable efficient, faster decision-making and spread best practices.</i></p>		
<p>3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.</p>	<p>a) Reviewed policies on Equal Employment and Employee Relations in the Health Equality Index survey, documenting CPMC's intent to respect diversity within gender, gender identity, and sexual orientation and to recognize and value each employee's uniqueness and contributions to a productive workforce.</p> <p>b) Continued promoting workforce recruitment in diverse populations with the LGBT community via "Out&Equal" job site. CPMC recruiters and staff participated in San Francisco's annual LGBT job fair and Pride parade.- Again <i>cancelled due to COVID-19</i>.</p> <p>c) Engaged staff in various trainings and development opportunities surrounding CLAS including:</p> <ol style="list-style-type: none"> 1. Annual CNA Trainings - Cultural Sensitivity & Spiritual Care: 1 hour trainings to all CNAs 2. Spiritual Care Week - Cultivating Inclusivity 3. BiWeekly Interfaith Services - Davies Rehab & SNF Units 4. Tea for the Soul - Specific Nursing Units 5. Nurses Week Blessing of Hands <p><i>In-person trainings and events again cancelled due to COVID-19, however maintained CLAS presence at virtual events.</i></p> <p>d) Continued to offer support and educational training to staff through the Employee Assistance Program:</p> <ul style="list-style-type: none"> • Managing stress • Increasing productivity and motivation • Building communication skills • Developing effective relationships • Overcoming loss • Managing life/career changes • Handling personal problems • Improving the quality of your life <p>f) Human Resources continued to developing goals for the internal Inclusion Council to address the ways in which CPMC can increase the capacity to create a supportive environment for diverse staff. This year the CLAS committee combined with the inclusion council. Began a video series to inform the organization of CLAS and DEI activities, etc.</p> <p>g) Continued to participate in Sutter system level Inclusion Resource Groups for staff who support or identify with LGBTQ, ADA, Multicultural or Veteran Communities.</p> <p>h) Continued to partner with Human resources to generate report on staff diversity overall and throughout the various management levels for Affirmative Action planning.</p>	<p>KEY INDICATORS:</p> <p>a) Environment in which culturally diverse individuals feel welcomed and valued b) Trust and engagement with the communities and populations served c) Workforce reflects populations served</p>	<ol style="list-style-type: none"> 1. Documented and monitored demographics across the various levels of senior leadership and management staff to assess diversity representation. 2. Reviewed policies on Equal Employment and Employee Relations documenting CPMC's intent to respect cultural diversity and to recognize and value each employee's uniqueness and contributions to a productive workforce. 3. Continued to monitor the bi-lingual staff program and follow set guidelines for conversationally competent bi-lingual staff, to encourage informal conversation in a patient's primary language. 4. Restructured the bilingual program for Clinicians, to encourage more physicians to be recognized for their multilingual skills and allow them to communicate directly with their own patients.

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<p>EDUCATION & TRAINING</p>	<p><i>ORGANIZATIONAL FOCUS - OPERATIONAL EXCELLENCE: Critical to delivering an outstanding patient experience. We Strive to clarify priorities, enable efficient, faster decision-making and speed spread best practices.</i></p>		
<p>4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.</p>	<p>a) Completed annual cultural competence, diversity and inclusion training for all staff via online learning portal (Healthstream) to ensure knowledge/adoption of organizational cultural competency, including why it is important to our patients, visitors and staff.</p> <p>b) Continued to integrate cultural and linguistic sensitive specific criteria in staff registration training to capture patient religion, race/ethnicity/ancestry, primary language, spiritual preference, geographic data, insurance coverage, preferred name, and interpreter need at patient admission.</p> <p>c) Continued to develop on online learning course for nursing and staff on the importance of utilizing interpreters for Limited English-Speaking patient care and safety.</p> <p>e) Continued to develop additional training opportunities for staff and senior leadership in the areas of cultural competency, diversity and inclusion. CLAS training provided in list below, most still held virtually in 2021:</p> <ol style="list-style-type: none"> 1. General management education on CLAS and Interpreter Services 2. Internal Medicine grand rounds and Continuing Medical Education focusing on issues related to cultural sensitivity and cultural competency (2021) 3. Interactive, online LGBTQ training made available to all staff free of cost (2021) 4. Safety training to 140 frontline staff (Safety Coaches) on the importance of using interpreter services (2021) 5. CNA Trainings - Cultural Sensitivity & Spiritual Care: 1 hour trainings to all CNAs Spiritual Care Week - Cultivating Inclusivity 6. Inclusive Leader course for executive management 2021 7. Annual Cultural Competency Healthstream Course (2021) 8. Appreciating Differences course to managers (2014-2021) <p>f) Finished the online course for all staff (~5,000) regarding language barriers and the importance of utilizing language services. Based course information on the LEP Patient Safety training materials developed by the Office of Minority Health.</p> <p>g) CPMC purchased an LGBTQI+ database accessed through the Medical Library with thousands of resource materials related to LGBTQI+ care, treatment, disparities, etc.</p>	<p>KEY INDICATORS:</p> <p>a) Workforce demonstrates the attitudes, knowledge, and skills necessary to provide care to diverse populations</p> <p>b) Capacity of staff to provide services that are culturally and linguistic and supports health literacy</p> <p>c) Education and training programs that address the impact of culture on health and health care</p>	<p>1. Monitored and tracked percentage of Nursing Education and Continuing Medical Education training opportunities that involve topics related to cultural competency, diversity and inclusion.</p> <p>2. CLAS continued to:</p> <ol style="list-style-type: none"> a) Review and evaluate existing educational programs and materials that support cultural competence, diversity and inclusion. b) Research, evaluate and identify new educational programs and materials based on identified gaps within existing programs/materials. c) Increase promotion of cultural competence education and training resources available to all staff and volunteers. Note – Volunteer Services were paused all of 2021. d) Enhance education for senior management and leadership.

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<p>Communication and Language Assistance:</p>	<p><i>ORGANIZATIONAL FOCUS - PATIENT EXPERIENCE: Delivering a consistently excellent patient experience through the eyes of our patients.</i></p>		
<p>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.</p>	<ul style="list-style-type: none"> a) Provided interpreter services at no cost to patients with Limited English Proficiency (LEP) patients 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. b) Offered language assistance at different points of service and levels of care e.g. emergency area, outpatient and inpatient. Interpretation methods include in person interpreting, over-the-phone interpreting and remote video interpreting. c) Continued to educate all staff on how to use the electronic health record system to record patient's need for interpreters and use of the institution's interpreter services to offer language assistance as needed. d) Reviewed Interpreter Services program and process to ensure quality, access and efficiency. Continued system wide Tiered System for increased efficiency and service fulfillment & access. e) Continued to provide certified medical interpreter vendor services with ability to deliver language assistance in over 240 languages to complement internal staff interpreters. f) Continued to provide internal certified medical staff interpreters for the following languages: Chinese dialects, Spanish, Russian, Vietnamese, Japanese and Korean. g) Deployed multiple additional interpreting devices (VRI carts) to various areas. Educated staff on the appropriateness of Video Remote Interpreting (VRI) in addition to over-the-phone and in-person interpreting. Updated a modality tip sheet and guide to choosing which type of interpretation for the situation. h) Changed providers for over the phone interpretation (OPI). This added more than 40 additional languages to that service. Additionally, the process for obtaining an OPI interpreter was simplified. Retrained staff on use and importance when new hardware was installed at each campus. 	<p>KEY INDICATORS:</p> <ul style="list-style-type: none"> a) Individuals with limited English proficiency and/or other communication needs have equitable access to health services b) Individuals understand their care and service options and participate in decisions regarding their health and health care c) Improved patient safety and reduce medical error related to miscommunication 	<ul style="list-style-type: none"> 1. Monitored and tracked both pre-scheduled and same day scheduled interpreting activities by language groups & interpreting modalities (i.e. in person, telephonic, remote video) 2. Monitored LEP census by campus for common languages. 3. Identified incorrect LEP needs in the Sutter Electronic Health Record are reported for correction on regular basis. 4. Reviewed industry best practices for interpreter services including remote video interpreting and telephonic interpreting. 5. Maintained practices and policies compliant with Health and Safety Code Section 1259. 6. Continued to review quality ratings data on Video Remote Interpreting and over the phone interpreting.

CPMC 2021 Report to the City

6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.

- a) Continued to identify language needs at registration and inform patients of the availability of language assistance resources at no cost.
- b) Continued to audit and refine the multilingual signage and interpreter notification postings in new facilities. As existing locations continued to closed and new locations opened, reviewed patient facing area to ensure multilingual information was posted notifying patients of their right to free interpreter services in accordance with Health and Safety Code Section 1259.
- c) Continued to communicate with staff the availability of telephonic and VRI interpreter services and their ability to utilize the services to communicate with patients in over 240 languages 24 hours 7 days a week via audio and over 45 languages via video.
- d) Provided and updated written notices in all outpatient locations to advise patients and their families of the availability of interpreters in accordance with Health and Safety Code Section 1259.

KEY INDICATORS:

- a) Individuals with limited English proficiency are informed, in their preferred language, that language services are readily available at no cost to them
- b) Coordinated and facilitated access to language services

- 1. Notified patients of the availability of language assistance services at no cost to them and continued regular audits of posted language notifications. Posted multilingual signage in all outpatient facilities to notify patients of free interpretation services.
- 2. Continued to monitor and maintain policies and procedures related to informing patients of language/ interpretation services.
- 3. Continued to do monthly reports on interpreter service usage to monitor variation and frequency of use.

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<p>Communication and Language Assistance:</p>	<p><i>ORGANIZATIONAL FOCUS - PATIENT EXPERIENCE: Delivering a consistently excellent patient experience through the eyes of our patients.</i></p>		
<p>7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.</p>	<ul style="list-style-type: none"> a) Continued to have a process to evaluate the language competency of qualified bilingual staff for language assistance. b) Continued to audit and monitor vendor interpreters for quality; periodically screened interpreters as needed. c) Continued to offer educational opportunities to staff medical interpreters to maintain and enhance their skill levels. <i>Virtually in 2021.</i> d) Continued process for identifying bi-lingual staff and expanded the process to recognize and evaluate the competencies of bi-lingual staff. e) Refined internal competency assessment for clinicians to become qualified at the medical level to interpret for their own patients. f) Followed-up and reported any concerns or issues with the telephonic or VRI interpreter system to our vendor. g) Continued to educate staff on the necessity of utilizing certified interpreters and the prohibition of using untrained individuals or minors as interpreters. h) Completed and published online course for all staff regarding language barriers and the importance of utilizing language services and the importance of using certified interpreters. 	<p>KEY INDICATORS:</p> <ul style="list-style-type: none"> a) Accurate and effective communication between individuals and providers b) Individuals are empowered to negotiate and advocate, on their own behalf, for important services via effective and accurate communication with health and health care staff 	<ul style="list-style-type: none"> 1. Maintained and publicized up-to-date information about Qualified Bilingual Staff (certified at Medical/Basic level by external independent agency) on the institutional intranet 2. Continued to utilize quality assurance program to ensure and validate the competency of our vendor interpreters. 3. Monitored our certified interpreter's activities as related to their efficiency and competency. 4. Reviewed and monitored vendor translation process for quality control. 5. Continued to review quality ratings data on Video Remote Interpreting program.
<p>8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.</p>	<ul style="list-style-type: none"> a) Continued to provide materials in our common languages: Chinese, Spanish, Russian and Tagalog. Reminded staff of the importance of utilizing interpreters when signing procedure consent forms and providing consent form in patient's written language when possible. b) Continued to make available translation resources to staff. The hospital departments and care providers determine which translated documents and languages are needed based on patient population. c) Continued to review/refine digital wayfinding signage at the hospitals including the Chinese, Spanish, and Russian languages. d) Translated appropriate patient education materials and intake documents. Including, but not limited to: <ul style="list-style-type: none"> 1. Patient welcome video and welcome packet 2. Physical Medicine and Rehabilitation class materials 3. Pulmonary rehabilitation program documents 4. Transplant procedure materials 5. All COVID-19 signage 	<p>KEY INDICATORS:</p> <ul style="list-style-type: none"> a) Readers of other languages and individuals with various health literacy levels are able to access care and service b) Individuals are able to make informed decisions about their health care/service options 	<ul style="list-style-type: none"> 1. Renewed periodic reviews by Staff interpreters to audit the accuracy and adequacy of multi-lingual signs 2. Continued to audit multilingual signage and interpreter notification postings. 3. Ensured that all posting related to COVID-19 were in multiple languages and updated as restrictions change.

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<p>Continuous Improvement and Evaluation:</p>	<p><i>ORGANIZATIONAL FOCUS – FUTURE: Continually reimagine the way we deliver care to best serve the needs of our patients.</i></p>		
<p>9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.</p>	<ul style="list-style-type: none"> a) Reviewed department level goals & policies for Interpreter Services and Patient Relations to support management accountability and infuse cultural & linguistic elements in planning/operations. b) Added new questions on diversity and inclusion in the hospital wide employee feedback Experience of Work survey. c) Completed 2021 Health Equality Index to review CPMC policies and practices that surround the LGBTQI+ community including community outreach, staff education, signage, and patient rights. c) Continued work with CPMC Inclusion Council to engage employee feedback on issues of Diversity and Inclusion. d) Began a video series to communicate DEI goals and activities to the organization. e) Participated in the Sutter level inclusion resource groups focusing on creating an inclusive environment for staff who support or identify with LGBTQI+ and ADA issues and/or community. The goals of the committees are to: •Raise awareness •Provide opportunities for employees to share experiences and get involved •Build a culture that embraces access and promotes professional development and opportunity •share knowledge and experiences •participate in personal and professional development •enhance leadership skills •inform strategic decisions •provide consultation when needed. f) Renewed Senior leadership to support and promote CLAS through policies, practices and allocated resources. Discussed with the senior leadership the ways in which CLAS standards could be further integrated into the systems and structures of CPMC. 	<p>KEY INDICATORS:</p> <ul style="list-style-type: none"> a) CLAS integrated within service, administrative, and supportive functions b) CLAS integrated within organization's strategic goals and priorities c) CLAS integrated within organizational planning, development and related to outcomes accountability 	<ul style="list-style-type: none"> 1. Continued to have a process in place in which policies and procedures are routinely reviewed. 2. Monitored departmental level goals and success indicators through the Performance Success and Development Process (PSDP). 3. CLAS Action planning committee joined the DEI Council. Continues to review the structural framework surrounding CLAS and the organizational capacity to deliver CLAS. <i>Held virtually</i> 4. Revisited Human Resources policies and programming on Equal Employment, Employee Relations and Employee Benefits documenting CPMC's intent to respect cultural diversity and value each employee's uniqueness and contributions to a productive workforce. Continual review of Interpreter services policy, patient rights and responsibility policy, chaplaincy policy, HR policy, CME procedure

CPMC 2021 Report to the City

<p>10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.</p>	<ul style="list-style-type: none">a) The CLAS Action planning committee joined the DEI Council and together continues to ensure that CLAS standards were reflected and infused in services provided to the diverse patient population.b) Continued to monitor the in-person and over-the-phone interpretation data and the Interpreter Services Quality to make Interpretation Services more efficient and improve the quality of service for patients. Identified strengths and areas for improvement.c) Continued tracking the percentage of staff educational opportunities that integrate components of cultural competency into training via partnership with Nursing Education and Continuing Medical Education (GME).d) Renewed partnership with the Quality and Safety teams to assess the impact of CLAS related implementations and programs on patient safety and health outcomes.e) Identified and monitored the various areas of the hospital practices that fulfill the CLAS standards.	<p>KEY INDICATORS:</p> <ul style="list-style-type: none">a) Assessment of performance and progress in implementing CLAS Standardsb) Assess the value of CLAS-related activities relative to the fulfillment of governance, leadership, and workforce responsibilities	<ul style="list-style-type: none">1. Continued development in the CLAS Action Planning focus areas (Framework Development, Education/Staff Development, Data Collection/Measurement, Communication Engagement) for quality improvement and data collection. The combination of the CLAS Action Team with the DEI council, elevates these activities to a higher level in the organization.
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CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<p>Continuous Improvement and Evaluation:</p>	<p><i>ORGANIZATIONAL FOCUS – FUTURE: Continually reimagine the way we deliver care to best serve the needs of our patients.</i></p>		
<p>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.</p>	<ul style="list-style-type: none"> a) Used Electronic Health Record system to collect/record demographic data and language needs of patients. Interpreter department level assessment was completed to validate language services provided as indicated. b) Generated Sutter Electronic Health Record LEP Census Reports by campus to analyze interpreter usage frequency. c) Continued to collect demographic data, spiritual preferences and educational needs at intake by entering information into the electronic health record system during Pre-registration. d) Continued to provide LEP patient census tool for staff interpreters to locate LEP patients by language as needed. e) Aligned CPMC efforts with the Sutter System Advancing Health Equity initiative analyzing patient health outcomes by demographics to inform potential racial disparities in care outcomes. Work ongoing. f) Continued to work with Data Management team to generate demographic reports on staff and patient diversity and health outcomes. Made reports available to staff via Intranet. <ul style="list-style-type: none"> 1. Patient REAL Demographics 2. Patient Readmission by Race & Primary Language 3. ED visit by Patient Race and Primary Language 4. Bi-lingual staff report 5. Staff REAL Demographics g) Continued to partner with Human resources to generate report on overall staff diversity and diversity throughout the various management levels for Affirmative Action planning. 	<p>KEY INDICATORS:</p> <ul style="list-style-type: none"> a) Accurately identify population groups within a service area monitor individual needs, access, utilization, quality of care, and outcome patterns b) Improved service planning that enhances access and coordination of care c) Measurement to what extent health care services are provided equitably 	<ul style="list-style-type: none"> 1. LEP Census Reports generated by staff interpreters to locate LEP patients and provide appropriate services. 2. Generated weekly/monthly dashboard reports that monitor request volume, cancellation, and vendor dependency. 3. Conducted monthly analysis of over the phone and video interpretation. 4. Generated monthly patient demographic reports. 5. Continued to capture patient religion, race/ethnicity/ancestry, primary language, spiritual preference, geographic data, insurance coverage, and interpreter need at patient admission.
<p>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.</p>	<ul style="list-style-type: none"> a) Community Benefit department continued the advancement the annual implementation plan to respond to needs identified in 2019 SF Community Health Needs Assessment (CHNA). Began to develop the 2022 CHNA, to be released in Fall 2022. b) Reviewed Interpreter Services geographic language demographics & needs data as well as CPMC's LEP census reports and planned the provision of language assistance accordingly. c) Continued to work with the Advancing Health Equity team at the system level. The team identified root causes for disparities among select conditions and teamed up with community partners begin making an impact on health inequities among target populations. 	<p>KEY INDICATORS:</p> <ul style="list-style-type: none"> a) Determination of service assets and needs of populations in service areas (needs assessment) to support resource inventory and gap analysis b) Analysis of demographic, cultural, linguistic, and epidemiological baseline data (quantitative and qualitative) of populations served 	<ul style="list-style-type: none"> 1. Participated in SFHIP on an ongoing basis through Community Benefit. 2. Continued partnership with SFHIP to address needs identified in the needs assessment. 3. Ensured community health programs investments align with needs assessment and SFHIP priorities.

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<p>Community Engagement:</p>	<p><i>ORGANIZATIONAL FOCUS – MARKET: Develop an integrated approach to serving our patients and other customers through partnerships with providers and payers.</i></p>		
<p>13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.</p>	<p>a) Community Benefit participated in the 2022 community health needs assessment process in partnership with SFHIP and other community based organizations to develop new CHNA for 2022. Continued to follow-up on implementations from the 2019 community health needs assessment in partnership with SFHIP and other community based organizations.</p> <p>b) Continued to partner with diverse community organizations: Many of the organizations represent racial/ethnic/gender minority groups which focus on increasing access to care and preventative services for diverse groups in the Bay area.</p> <p>c) Continued receiving input from the patient population via the Patient Family Advisory Committee. CPMC instituted Patient Family Advisory Councils (PFAC) in 2016 to help strengthen quality, safety, and patient experience. The key objective of the council was to obtain input from community stakeholders to enhance and improve services for patients served. The committee is run by internal staff and meets monthly to engage patients and family in process improvement projects, document review and feedback in regard to service delivery improvement.</p> <p>d) Utilized outside vendor to conduct HCAHPS patient satisfaction surveys for in-patient and emergency services. The HCAHPS survey includes questions on nursing communication, physician communication, discharge planning, pain management, and overall rating. Each category also includes an opened ended section for comments. Results of the survey and comment summary are analyzed and reported to executive and nursing management for quality and process improvement.</p> <p>e) Provided avenue for patients to submit issues and grievances. Solutions from issues and patient concerns are incorporated into future provision of care by the Patient Relations department to best serve patients. All issues regarding care and services provided by Medical Center employees that are not resolved promptly by staff present are considered grievances and will require a review by the Grievance Committee and a written response in seven (7) days to the patient/family. All patients are informed prior to receiving care of their right to voice a complaint or grievance through the "Patient Rights and Responsibilities" brochure and signage posted in the patient care areas.</p>	<p>KEY INDICATORS:</p> <p>a) Provided responsive and appropriate service delivery informed and guided by community interests, expertise, and needs</p> <p>b) Increased appropriate use of services by engaging by underserved minority groups to design and services their needs and desires</p> <p>c) Empower members of underserved minority communities become active participants in the health and health care process</p>	<p>1. Participated in SFHIP on an ongoing basis through the Community Benefit Steering Committee.</p> <p>2. Ensured CPMC's community health programs investments align with needs assessment and SFHIP priorities, including priority neighborhoods and communities with identified health disparities.</p>

CPMC 2021 Report to the City

<p>14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.</p>	<p>a) Continued to process complaints & grievances of all nature with commitment to service excellence and quality personalized care by Patient & Customer Relations Department. Process ensures that patient is contacted within 7 days with resolutions and next steps and or need for mediation and final response is given within 30 days.</p> <p>b) Continued to track cultural/diversity complaints as an Event Type in our Online Occurrence Report system. Additionally, began to review patient complaint information via primary language. All complaints and grievances are investigated.</p> <p>c) Continued process to track Language and ADA access complaints as an Event Type in our Online Occurrence Report system.</p>	<p>KEY INDICATORS:</p> <p>a) Facilitate open and transparent two-way communication/feedback that meets federal and/or state level regulations that address topics such as grievance procedures, the use of ombudspersons, and discrimination policies and procedures</p>	<p>1. Continued to track cultural/diversity complaints as an Event Type in our Online Occurrence Report system.</p> <p>2. Investigated all complaints and grievances. In compliance with CMS, grievances are acknowledged within 7 days and final response given within 30 days.</p>
<p>15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.</p>	<p>a) Continued to inform the city with up to date information on the hiring in accordance with the development agreement</p> <p>b) Reviewed/refined internal CLAS communications plan, including periodic communications to staff on the CLAS standards</p> <p>c) Created CLAS screen savers to communicate to staff about CLAS. (Ongoing)</p> <p>d) Maintained an internal intranet site where staff can locate and learn about CLAS standards, and way in which they can help facilitate a more inclusive culturally sensitive environment for their staff and patients.</p> <p>e) The DEI Council began video series to inform and educate staff on various aspects of CLAS, diversity, equity, and inclusion.</p>	<p>KEY INDICATORS:</p> <p>a) Information conveyed to intended audiences about efforts and accomplishments in meeting the National CLAS Standards to meet community benefits and other reporting requirements, including accountability for meeting health care objectives in addressing the needs of diverse individuals or groups</p>	<p>1. Communicate CLAS related community benefits and language assistance to Senior Management</p> <p>2. Broadcast updates through internal and external channels. Including the DEI Council video series.</p> <p>3. Continued internal and external CLAS communications including internal notices and external Community Benefit communications.</p>

ATTACHMENT 2
Development Agreement
Payments Schedule/CPMC
Payments

PAYMENT SCHEDULE¹

	Agency	Effective Date + 30 days	First Installment ²	Second Installment	Third Installment	Fourth Installment	Fifth Installment	TOTAL
Affordable Housing Payment ³	MOH	2,400,000	6,700,000	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	1,500,000	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	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						400,000
Workforce training payment ⁶	OEWD	1,000,000	2,000,000	1,000,000				4,000,000
Tenderloin sidewalk widening and pedestrian lighting improvements ⁷	DPW/PUC	400,000	1,200,000	1,275,000	1,275,000	100,000		4,250,000
Tenderloin Safe Passage Grant ⁷	OEWD	200,000						200,000
Transit and safety improvements in neighborhoods around the Cathedral Hill Campus ⁷	MTA	200,000	200,000		575,000	575,000		1,550,000
Enforcement & traffic safety measures around Pacific & California Campuses ⁷	MTA	300,000	300,000	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.



City and County of San Francisco: Office of Mayor London N. Breed
 Economic and Workforce Development: Anne Taupier, Acting Director

June 30, 2021

Invoice Number: OEWDPMC11_41

Vahram Massehian
 California Pacific Medical Center
 P.O. Box 619110
 Roseville, CA 95661

Dear Mr. Massehian:

Pursuant to the Development Agreement between California Pacific Medical Center and the City and County of San Francisco — please find enclosed invoices from City Agencies and City Contractors for work performed on the California Pacific Medical Center project.

One (1) consolidated payment should be made out directly to the Office of Economic and Workforce Development. We would greatly appreciate if you can make your payment through our online payment portal:

<https://services.paysf.co/service/economic-development>

If your organization is unable to make e-Payment through the above payment portal, we can also help you pay via ACH, Wire Payment or check. See next page for payment options.

Department	Invoice Number	Invoice Period	Total
OEWD	OEWDPMC11_41	January 1, 2021 - March 31, 2021	\$ 37,721.50
OEWD	FY20-21 Q1 Credit	January 1, 2021 - March 31, 2021	\$ (740.68)
City Attorney	File No. 1100299	January 1, 2021 - March 31, 2021	\$ 10,512.12
SF Planning	FY20-21 Q3	January 1, 2021 - March 31, 2021	\$ 2,274.62
Total Amount Due:			\$ 49,767.56

Sincerely,

DocuSigned by:

 8687E129144B45D...
 Merrick Pascual
 Chief Financial Officer
 Office of Economic and Workforce Development





October 12, 2021

Invoice Number: OEWDPMC11_42

Vahram Massehian
California Pacific Medical Center
P.O. Box 619110
Roseville, CA 95661

Dear Mr. Massehian:

Pursuant to the Development Agreement between California Pacific Medical Center and the City and County of San Francisco — please find enclosed invoices from City Agencies and City Contractors for work performed on the California Pacific Medical Center project.


One (1) consolidated payment should be made out directly to the Office of Economic and Workforce Development. We would greatly appreciate if you can make your payment through our online payment portal: <https://services.paysf.co/service/economic-development>

If your organization is unable to make e-Payment through the above payment portal, we can also help you pay via ACH, Wire Payment or check. See next page for payment options.

Department	Invoice Number	Invoice Period	Total
OEWD	FY20-21 Q4	April 1, 2021 - June 30, 2021	\$ 35,863.50
City Attorney	File No. 1100299	April 1, 2021 - June 30, 2021	\$ 3,738.37
SF Planning	FY20-21 Q4	April 1, 2021 - June 30, 2021	\$ 2,601.54
Total Amount Due:			\$ 42,203.41

Sincerely,

DocuSigned by:



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Merrick Pascual
Chief Financial Officer
Office of Economic and Workforce Development





January 28, 2022

Invoice Number: OEWDPMC11_43

Vahram Massehian
California Pacific Medical Center
P.O. Box 619110
Roseville, CA 95661

Dear Mr. Massehian:

Pursuant to the Development Agreement between California Pacific Medical Center and the City and County of San Francisco — please find enclosed invoices from City Agencies and City Contractors for work performed on the California Pacific Medical Center project.

One (1) consolidated payment should be made out directly to the Office of Economic and Workforce Development. We would greatly appreciate if you can make your payment through our online payment portal:

<https://services.paysf.co/service/economic-development>

If your organization is unable to make e-Payment through the above payment portal, we can also help you pay via ACH, Wire Payment or check. See next page for payment options.

Department	Invoice Number	Invoice Period	Total
OEWD	Q1 FY 21-22	July 1, 2021 - September 30, 2021	\$ 38,008.50
City Attorney	File No. 1100299	July 1, 2021 - September 30, 2021	\$ 21,653.88
SF Planning	Q1 FY 21-22	July 1, 2021 - September 30, 2021	\$ 2,347.60
Total Amount Due:			\$ 62,009.98

Sincerely,

DocuSigned by:

8687E129144B45D...

Merrick Pascual

Chief Financial Officer

Office of Economic and Workforce Development





May 10, 2022

Invoice Number: OEWDPMC11_44

Vahram Massehian
California Pacific Medical Center
P.O. Box 619110
Roseville, CA 95661

Dear Mr. Massehian:

Pursuant to the Development Agreement between California Pacific Medical Center and the City and County of San Francisco — please find enclosed invoices from City Agencies and City Contractors for work performed on the California Pacific Medical Center project.

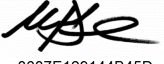
One (1) consolidated payment should be made out directly to the Office of Economic and Workforce Development. We would greatly appreciate if you can make your payment through our online payment portal:

<https://services.paysf.co/service/economic-development>

If your organization is unable to make e-Payment through the above payment portal, we can also help you pay via ACH, Wire Payment or check. See next page for payment options.

Department	Invoice Number	Invoice Period	Total
OEWD	Q2 FY 21-22	October 1, 2021 - December 31, 2021	\$ 21,104.00
City Attorney	File No. 1100299	October 1, 2021 - December 31, 2021	\$ 11,192.87
SF Planning	Q2 FY 21-22	October 1, 2021 - December 31, 2021	\$ 12,029.68
SFMTA	Q2 FY 21-22	October 1, 2021 - December 31, 2021	\$ 744.40
Total Amount Due:			\$ 45,070.95

Sincerely,

DocuSigned by:

8687E129144B45D...
Merrick Pascual
Chief Financial Officer
Office of Economic and Workforce Development



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 (FS) Entry Level Hiring Goal.

CPMC has been working with OEWD and its network of providers to build off 2020 and further refine the hiring processes and procedures that will enhance opportunities for targeted groups and accelerate the progress toward the 40% local hiring goal. The recruitment team at CPMC meets regularly with OEWD. We have developed a foundation and mutually shared vision for working together throughout the term of the Development Agreement.

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

<p>Hiring</p>	<ul style="list-style-type: none"> • CPMC made 53 entry level hires in 2021. To reach the 40% goal, 21 FS hires were needed. CPMC hired 23 FS candidates in 2021. • 57% of FS hires came from targeted neighborhoods in 2021. • Thru the first four months of 2022 CPMC has a 48% FS hiring rate, 23 FS hires out of 48 total hires. • Thru the first four months of 2022, 78% of FS hires came from targeted neighborhoods. • CPMC is actively referring every San Francisco candidate to OEWD to improve their chances for employment, whether at CPMC or elsewhere. • Exhibit A charts the local hiring percentage for 2021. • Exhibit B charts the percentage of those hires from targeted neighborhoods in 2021. • Exhibit C charts the local hiring percentage for the first four months in 2022. • Exhibit D charts the percentage of those hires from targeted neighborhoods in the first four months of 2022.
<p>Active Engagement and Resource Allocation</p>	<ul style="list-style-type: none"> • Weekly meetings with hiring managers with constant reminders on the importance of the workforce agreement. • Engaged in approx. 17 job fairs, employer spotlights, meetings/workshops in 2021. At the time of this submittal CPMC has participated in an additional 10 engagements in 2022, see Exhibit E.

	<ul style="list-style-type: none"> • In addition to one full time recruiter designated to entry level hiring, CPMC applied additional resources to effectively evaluate and process referrals.
Hiring Projections	<ul style="list-style-type: none"> • Detailed Hiring Projections for Aug. 2021 thru Aug. 2022 were provided to OEWD, see Exhibit F. • Detailed Hiring Projections for Aug. 2022 thru Aug. 2023 will be provided to OEWD in August 2022.

Priorities for 2021

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

- Participating in regular weekly check-ins with OEWD and its sector leads.
- Attending various community job fairs/events sponsored by OEWD and various CBOs targeting the priority areas noted in the Development Agreement.
- Applying approximately 50 hours per week in time and resources to monitor, track, capture, report, and effectively evaluate and process referrals.
- Prioritizing system referrals past the minimum 10 days if a requisition has not been filled.
- Expediting the application of the Workforce Training funds.
- Worked with CBO leads to identify qualified candidates.

Challenges

- The COVID pandemic has created negative impacts on both clinical and non-clinical hiring at CPMC.
- Strain on our CPMC workforce due to the limited pipeline of qualified San Francisco candidates.
- Escalating cost of living and lack of affordable housing within San Francisco.

EXHIBIT A

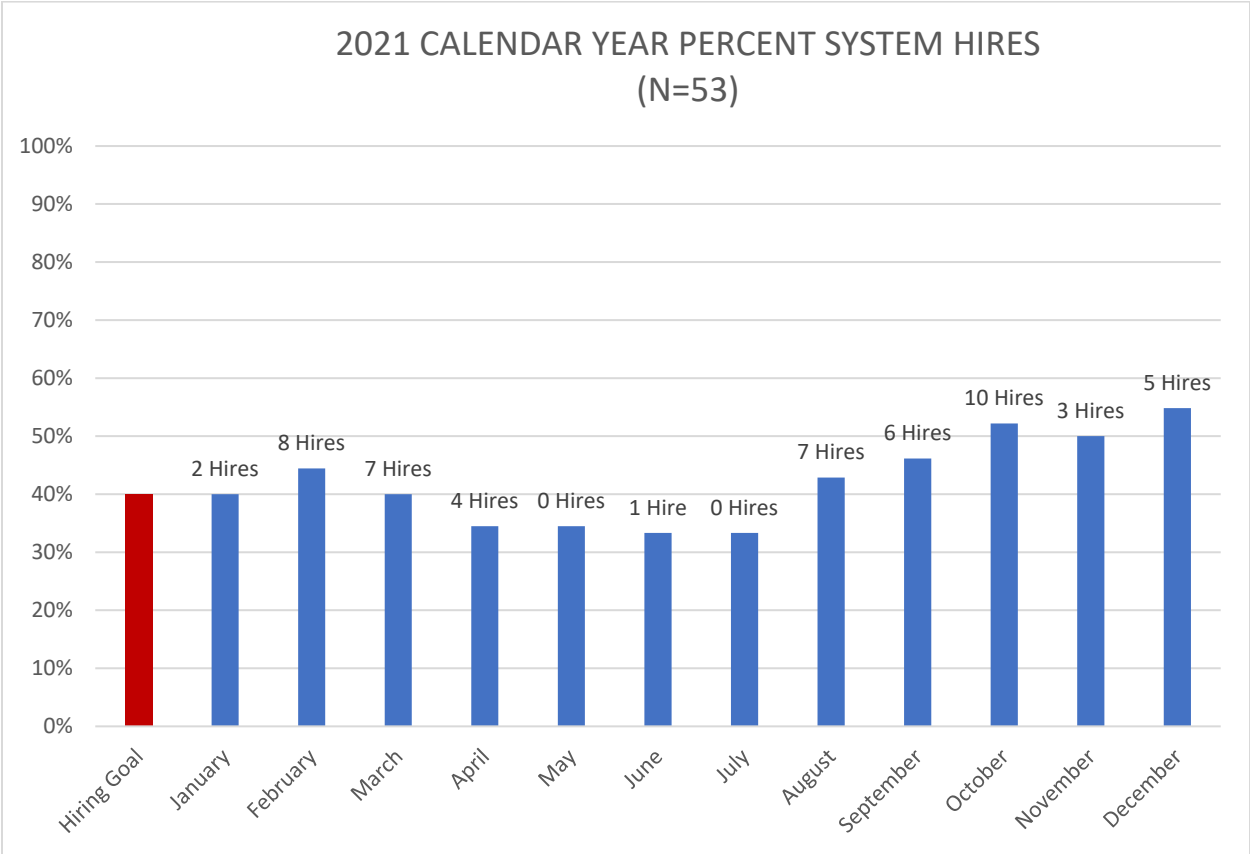


EXHIBIT B

2021 CALENDAR YEAR - % OF SYSTEM HIRES FROM PRIORITY NEIGHBORHOODS (N=23)

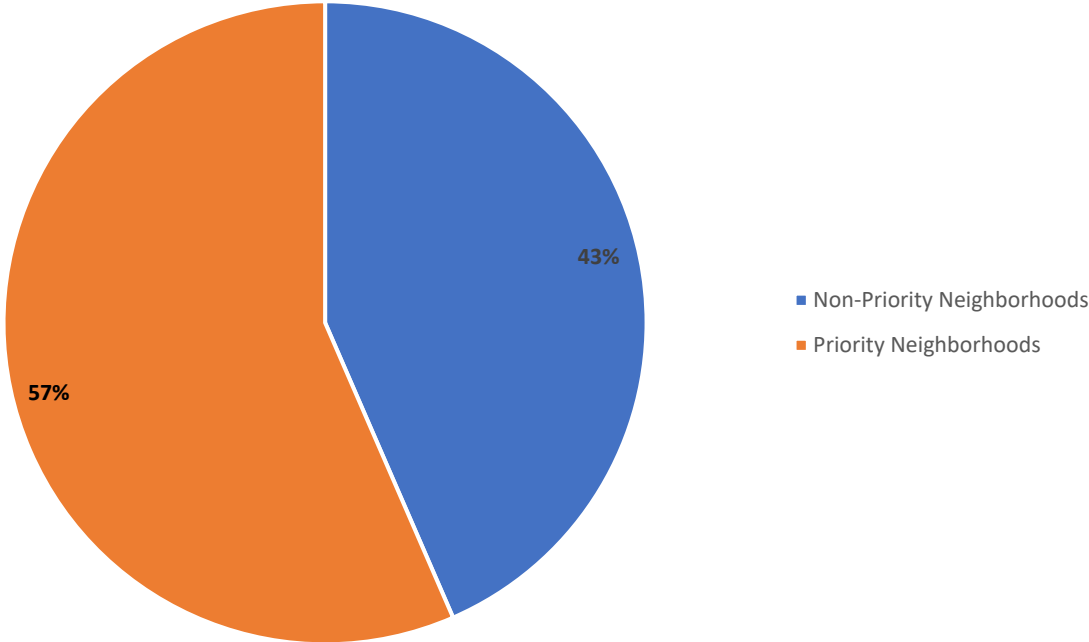


EXHIBIT C

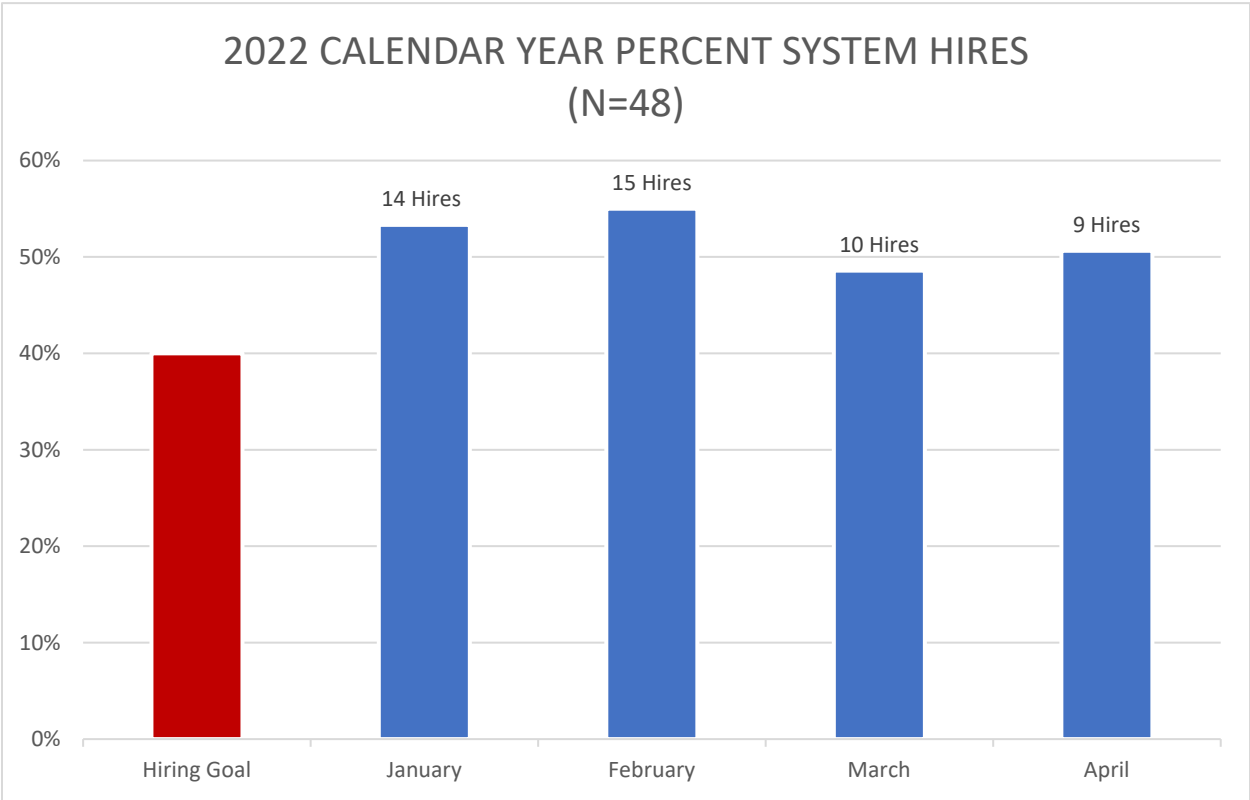


EXHIBIT D

**2022 CALENDAR YEAR - % OF SYSTEM HIRES FROM PRIORITY
NEIGHBORHOODS
(N=23)**

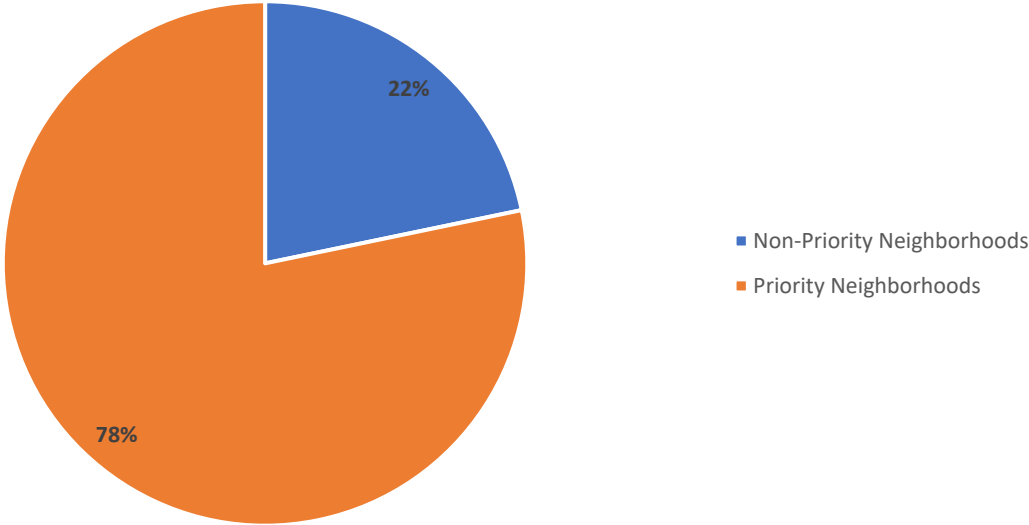


EXHIBIT E

Date	Meeting	CPMC Participants
4/22/2022	DA Bi-Weekly Meeting	Nicole Garrett
4/5/2022	CNAP Monthly Skype Meeting	Nicole Garrett
4/5/2022	JVS Monthly Skype Meeting	Nicole Garrett
3/18/2022	DA Bi-Weekly Meeting	Nicole Garrett
3/9/2022	WISF Board Meeting	Ed Battista
3/1/2022	JVS Monthly Skype Meeting	Janelle Bertelson Nicole Garrett
2/25/2022	DA Bi-Weekly Meeting	Nicole Garrett Lauren Parks
2/11/2022	DA Bi-Weekly Meeting	Lauren Parks
1/20/2022	DA Hearing	Vahram Massehian Keiani Emmons Laura Van
1/4/2022	JVS Monthly Skype Meeting	Janelle Bertelson Lauren Park
12/7/2021	JVS Monthly Skype Meeting	Janelle Bertelson Lauren Park
11/30/2021	Workforce Grant Reporting Check-In	Vahram Massehian Keiani Emmons Janelle Bertelson Laura Van
11/2/2021	CNAP Monthly Skype Meeting	Janelle Bertelson Lauren Park
11/2/2021	JVS Monthly Skype Meeting	Janelle Bertelson Lauren Park
10/5/2021	CNAP Monthly Skype Meeting	Janelle Bertelson Lauren Park
10/5/2021	JVS Monthly Skype Meeting	Janelle Bertelson Lauren Park
9/8/2021	WISF Board Meeting	Ed Battista
6/1/2021	JVS Monthly Skype Meeting	Janelle Bertelson Lauren Park
5/20/2021	Recruit Military Virtual BA event	Lauren Park Jana Fernandez

5/18/2021	Workforce Development Major's Institute- Job Creation, Healthcare and Equity-Healthcare Industry Discussion	Laura Van
5/6/2021	Workforce Grant Reporting Check-In	Vahram Massehian Jana Fernandez Janelle Bertelson Lauren Park
5/4/2021	JVS Monthly Skype Meeting	Lauren Park
4/6/2021	JVS Monthly Skype Meeting	Lauren Park
3/18/2021	JVS Healthcare Heroes Bootcamp	Lauren Park
3/10/2021	WISF Board Meeting	Ed Battista
3/2/2021	JVS Monthly Skype Meeting	Lauren Park
1/12/2021	WISF Board Meeting	Ed Battista



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: 415-600-1088

Fax:

City Department (if Contract or Lease):

Contact Person: Edward Battista, Director of CPMC HR

State: CA

Zip: 94120

Email: BattisE@sutterhealth.org

Ed Battista

8.30.21

Signature of authorized employer representative

Date

Entry-Level Position Title	Number Currently Filled	Number Currently Available (as of 07/16/2020)	Number Projected to Become Available in the next 12 Months	Estimated Date of Next Available Position	Subject to Collective Bargaining? (Yes/No)
Housekeeping Aide	1	2	2	Ongoing-based on facility needs	Yes
Food Service Aide	3	3	5	Ongoing-based on facility needs	Yes
Cook	0	0	2	Ongoing-based on facility needs	Yes
Security Officer	8	1	8	Ongoing-based on facility needs	No

Transporter/Transport Aide	1	0	1	Ongoing-based on facility needs	No
Sales Gift Shop	0	0	0	Ongoing-based on facility needs	No
Phlebotomy/Specimen Handling Lab Aide	1	0	1	Ongoing-based on facility needs	No
EKG Technician	2	0	0	Ongoing-based on facility needs	No
Medical Assistant	2	2	4	Ongoing-based on facility needs	No
Rehabilitation Aide	0	0	0	Ongoing-based on facility needs	No
Aquatic Instructor	0	0	0	Ongoing-based on facility needs	No
Speech Therapy Aide	0	0	0	Ongoing-based on facility needs	No
Pathology Accessioner	2	0	1	Ongoing-based on facility needs	No
Client Services Representative	0	1	1	Ongoing-based on facility needs	No
Patient Services Representative	2	0	3	Ongoing-based on facility needs	No
Patient Support Representative	0	0	0	Ongoing-based on facility needs	No
Patient Access Representative	1	0	2	Ongoing-based on facility needs	No
Point of Service Specialist	0	0	0	Ongoing-based on facility needs	No
Medical Administrative Assistant	0	0	0	Ongoing-based on facility needs	No
Health Information Technology/Billing	0	0	0	Ongoing-based on facility needs	No
PBX Operator	1	0	1	Ongoing-based on facility needs	No
Home Health Aide	0	0	1	Ongoing-based on facility needs	Yes
Certified Nursing Assistant	0	0	2	Ongoing-based on facility needs	Yes
Hospital Attendant	19	4	10	Ongoing-based on facility needs	Yes
Unit Coordinator/Unit Clerk	0	3	3	Ongoing-based on facility needs	No
Emergency Dept. Technician	2	0	1	Ongoing-based on facility needs	No

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

Attn: Business Services

Tel: 415-701-4848

Fax: 415-701-4897



ATTACHMENT 4

Transportation Demand Management

Transportation Demand Management 2021 Program Summary

The Transportation Demand Management Program at California Pacific Medical Center is comprised of the following elements: parking management, shuttle connection services (inter-campus and last mile connections to transit), alternative commute program (ridesharing, biking and walking), program support and communications and performance evaluation. The summary below describes the activities undertaken in 2021 for each area.

Parking Management Program

- Due to COVID guideline restrictions CPMC did not make any rate increase changes
- Maintain inventory of all employee onsite/offsite parking and current utilization
- Continue to forge strong working relationship with SFMTA traffic enforcement to mitigate pedestrian and vehicle congestion
- The Davies/Mission Bernal Campus shuttle stops at 24th street BART station four times a day. The Davies/Mission Bernal shuttle also makes stops at the 24th Street BART station upon request.
- The shuttle central hub is the Van Ness hospital on Post Street
- Mission Bernal and Van Ness hospitals have in-house secured bicycle storage with changing room/lockers and showers

Shuttle Connection Services

- Ongoing review of current shuttle operations for both last mile solutions and inter-campus to improve operation efficiencies, service standards and meet increasing BART ridership demands
- Maintain dedicated white zones at Van Ness and Mission Bernal campuses to better accommodate CPMC shuttles and San Francisco Paratransit services

Alternative Commute Services

- Carpool dedicated reserved spaces currently at Van Ness, Davies and Mission Bernal campuses
- Maintain and enhance bike racks and security in and around the campuses

Program Support & Communications

- Maintain the San Francisco Emergency Ride Home Program (ERH) benefit
- Collaborate with Human Resources and Communications to enhance educational TDM outreach through CPMC intranet, and TDM reminders periodically, CPMC newsletter and new employee orientation
- Maintain dedicated TDM information bulletin boards at each campus



- Employ a full-time TDM Manager and maintain an experienced TDM consultant under contract
- Due to COVID guideline restrictions, CPMC did not conduct transit fairs in 2021. Transit fairs will resume once COVID guideline restrictions are lifted, expected in the fourth quarter of 2022.

Performance Evaluation

- Conducted employee/physician commute survey. A total of 4,073 employees completed the survey, resulting in an 81% return rate.

2021 CPMC ON-SITE PARKING, CARPOOL AND BICYCLE FACILITIES

CAMPUS	ON-SITE PARKING SPACES	EMPLOYEES REGISTERED CARPOOL	BIKE PARKING SPOTS
PAC	477	4	30
VNC	411	41	130
VNC-MOB	383	0	N/A
CAL Administration Garage	23	0	N/A
DAV	431	3	38
MBC	212	2	18
VISITORS PARKING RATE	\$ 8.00	PER HOUR (w/increment of \$4 per 1/2 hr) Up to a maximum of \$35.00 per day	
PATIENT PARKING RATE	\$ 14.00	FLAT RATE - ALL DAY - Except VNC (Requires coupon issued by Department)	
VNC PATIENT PARKING RATE	\$ 22.00	FLAT RATE - ALL DAY (Requires coupon issued by Department)	
EMPLOYEE DAILY RATE	\$ 24.00	FLAT RATE - ALL DAY - Except VNC	
EMPLOYEE MONTHLY RATE	\$ 180.00	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 approx. 18% (861 employees)			

2021 CPMC OFF-SITE PARKING SUBSIDIES

CAMPUS	OFF-SITE PARKING LOCATION	OFF-SITE CONTRACTED SPACES 2021	EMPLOYEES WITH PARKING SPOTS	RATES
PAC	No current employee parking leases	N/A	0	\$0.00
CAL	No current employee parking leases	N/A	0	\$0.00
475 Brannan	475 Brannan Street San Francisco 94107	8	8	\$300.00
Van Ness	1825 Sacramento Street San Francisco 94109	20	20	\$180.00
DAV	No current employee parking leases	N/A	N/A	N/A
MBC	No current employee parking leases	N/A	N/A	N/A
1375 Sutter	No current employee parking leases	N/A	N/A	\$180.00
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.				

2021 Employee/Physician Commute Survey Summary of Key Results

A major component of the TDM Plan and a requirement of the DA is the annual employee/physician commute survey. The survey provides baselines for Sutter Health CPMC (CPMC) relative to reporting data to the SFMTA.

CPMC's overall 2021 employee population in San Francisco was approximately 5,000 staff. The survey was administered to eligible staff through our intranet HealthStream platform with 4,073 staff completing the survey, for a response rate of 81%. Thus, exceeding the minimum 30% response rate requirement established by SFMTA for statistical validity of the survey.

Given the unprecedented impacts caused by the pandemic, there were significant shifts in the ways staff traveled to work. Based on the 2021 survey results, CPMC's single-occupant vehicle mode share went up 1 percent as compared to the 2020 mode split. Use of public transit remained the same constant, and use of ride-hailing services (taxi, Uber or Lyft) went down 3 percent. Working entirely from home accounted for approximately 3 percent of staff:

- SOV (drive alone) 63%
- Public Transit 14%
- Bicycle/Walk 7%
- Carpool/Vanpool 6%
- Other 7% (includes CPMC Shuttle at 2%, Uber/Lyft at 2% and motorcycles at 1%)
- Work from home 3%

When asked if given a choice, whether staff would like to maintain their 2021 commute pattern, after the pandemic was over:

- Very Likely 72%
- Somewhat Likely 12%
- Somewhat unlikely 3%
- Not Likely at all 3%
- Don't Know 10%

Since the opening of the Van Ness Hospital, more than 53 percent of staff work at the Van Ness Campus.

- Van Ness 54%
- Davies 19%
- Mission Bernal 13%
- Pacific 6%
- Other 8% (Sutter St., Steiner St., Sacramento St., other)



Given hospitals are a 24-hour operation and the majority of staff work in the hospitals, the start time for staff varied:

- Early AM (4:00-6:30AM) 9%
- AM Peak (6:30-9:30AM) 54%
- Late AM (9:30AM-12:00PM) 5%
- 2nd shift (afternoon 12:00-2:30PM) 5%
- 3rd shift (evening and night 2:30-10:30PM) 27%

Over 40% of CPMC staff reside within San Francisco County, or within approximately 6 miles from their workplace.

- San Francisco 42% (San Francisco County)
- East Bay 27% (Alameda, Contra Costa and Solano Counties)
- Daly City/South Bay 21% (San Mateo and Santa Clara Counties)
- North Bay 10% (Marin, Napa and Sonoma Counties)

ANNUAL CITY REPORT
(JANUARY 1 – DECEMBER 31, 2021)

on the

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

PUBLISHED:
March 29, 2023



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Introduction

Background. California Pacific Medical Center (CPMC) is made up of five campuses in San Francisco: Van Ness Campus, California Campus, Pacific Campus, Davies Campus, and Mission Bernal (formerly St. Luke's) Campus. The Van Ness Campus was developed as part of the approved Development Agreement; the Van Ness hospital opened in March 2019. Through its operations of these medical facilities, CPMC provides a broad range of inpatient and outpatient health services, as well as direct and indirect economic benefits to the City. CPMC is owned by Sutter Health and is one of San Francisco's largest non-public employers, with over 6,000 employees.

Sutter Health undertook renovation or reconstruction of its acute-care hospitals to comply with State law (SB 1953), which requires that all acute-care hospitals be seismically upgraded so that they are operational after a major earthquake. Three of CPMC's four acute-care hospitals - the California, Pacific, and St. Luke's campuses - did not meet seismic standards and needed to be rebuilt or de-licensed in order to comply with this law. The Davies Campus was retrofitted in 2008, enabling this campus to accommodate acute-care hospital services until 2030; no construction is presently planned at that campus.

To meet state law, CPMC consolidated acute-care services from the Pacific and California campuses into the new Van Ness Campus (formerly called the Cathedral Hill Campus). The Van Ness Hospital opened in March 2019 and the associated Medical Office Building was completed in 2019. The project also provided a new, seismically safe hospital, which opened in August 2018, to replace the old St. Luke's Hospital at the Mission Bernal Campus in the Mission District. Related construction, including renovation and reconfiguration of the Mission Bernal Campus, is ongoing. These construction projects created approximately 1,500 construction jobs and involved the expenditure of over \$2 billion in total development costs. They have increased the number of earthquake-safe hospital beds in San Francisco and are intended to improve healthcare access for all San Franciscans.

The CPMC project also provides Community Benefits in addition to the commitment to rebuild St. Luke's Hospital, including a community health care program, a transportation and transit program, a workforce development program, a public improvement program, and payments to provide for specific services, programs, and infrastructure.

To guarantee these Community Benefits, CPMC and the City entered into a Development Agreement (DA), which was approved by the Board of Supervisors in July 2013 and became effective on August 10, 2013.¹

Annual Review Process. The DA requires an annual review to ensure that both the City and CPMC are in compliance with their respective obligations and that Community Benefits are

¹ The DA is available on the Planning Department's website at http://default.sfplanning.org/publications_reports/cpmc/cpmc_DevAgrmtFinal_exhibits.pdf.

being delivered.² As described in Section 8.2 of the DA, CPMC is required to submit an Annual Compliance Statement to the City no later than 150 days after the end of its fiscal year (currently, the calendar year). The City is then required to post CPMC’s statement and receive public comment for 30 days. At the conclusion of the public comment period, the City has 45 days to publish a report on whether CPMC is in compliance with the Development Agreement. Both the Health and Planning Commissions will then hold public hearings on CPMC’s compliance with a 60-day notice to the public. After these hearings, the Planning and Health Directors will forward their findings on to an independent third-party monitor. The monitor will have 30 days to review the findings and evidence of CPMC’s compliance with the DA before sending a letter to the Board of Supervisors stating whether he or she concurs with the Directors’ findings.

The annual review for 2021 was affected by the ongoing public health effort to respond to the coronavirus pandemic. All of the reporting and review milestones outlined in the DA were delayed, and further delays may occur during the upcoming steps in the review process.

The projected timeline for review of the 2021 Annual Compliance Statements is as follows:

May 26, 2022	City receives copy of CPMC’s 2020 Compliance Statement
June 8, 2022	Compliance Statement posted on Planning and Public Health Departments’ websites
June 8, 2022	Planning Department sends notice to interested parties soliciting public comment
July 8, 2022	Public comment period closes
February 27, 2023	City’s Annual Report for 2021 Published

***** Future Dates Projected, Subject to Change*****

March 2023	Planning Department sends Notice of 2021 Public Hearing to interested parties
May 14, 2023	Joint Health Commission and Planning Commission Hearing for 2021
May 2023	Directors’ findings forwarded to third party monitor
June 2023	Third party monitor issues letter to Board of Supervisors

City Report. This document is the City’s ninth Annual Report on CPMC’s compliance; it contains findings of compliance on each of CPMC’s and the City’s obligations under the DA.

² CPMC DA Section 8.

Major obligations, including Sutter's performance of its healthcare and hiring commitments, are summarized below.

Healthcare Commitments

Reconstruction of St. Luke's Hospital. The DA required CPMC to construct a new hospital to replace St. Luke's and to open the new hospital within 24 months after the opening of the Van Ness Campus hospital. With the completion of the new Mission Bernal Hospital, which opened on August 24, 2018, earlier than required, this obligation has been met.

Baseline Commitment: Medi-Cal and Charity Care. Under the DA, CPMC is required to serve at least 30,445 unduplicated Medi-Cal or Charity Care patients in San Francisco each year. CPMC served 30,779 unduplicated patients during 2021, exceeding the cumulative requirement.

Baseline Commitment: Expenditures. CPMC is required to spend at least \$8 million for community benefits each year. CPMC exceeded this commitment in 2021, providing \$16.5 million in community benefits. This includes an operations support grant for the Bayview Child Health Center.

Medi-Cal Beneficiaries. Beginning with the August 2013 Effective Date of the DA, CPMC must provide hospital services for an additional 5,400 Medi-Cal beneficiaries each year. CPMC has consistently exceeded this goal and, as of the end of 2021, covered 40,182 Medi-Cal managed care beneficiaries. This is an increase from 2020, when 38,187 Medi-Cal managed care beneficiaries were served.

Mission Bernal Campus. With the opening of the Mission Bernal Campus Hospital in 2018, CPMC is required to operate the Mission Bernal Hospital as a general acute care hospital with comprehensive emergency services and provide certain inpatient, outpatient, and urgent care services. Due to the COVID-19 pandemic, CPMC temporarily moved labor and delivery services to the Van Ness Campus to utilize the space for COVID surge planning. CPMC does not have a specific timeline to restore inpatient labor and delivery services at the Mission Bernal Campus. In addition, the DA requires CPMC to submit a proposal for the development of the Mission Bernal Campus Medical Office Building to the Sutter West Bay Board within 5 years after the opening of the Mission Bernal Hospital. In October 2022, CPMC reported that the site permit for the Medical Office Building is pending approval by the Department of Building Inspection.

Innovation Fund. CPMC's DA funding obligations included total payments of \$8.6 million to the San Francisco Foundation to support community clinics and community-based healthcare. CPMC made the final payment in November 2017, and its obligation is complete.

Centers of Excellence in Senior Health. CPMC is required to create Centers of Excellence at the St. Luke's Campus to assist patients with or at risk of chronic illnesses and to provide improved inpatient and post-hospitalization care to seniors. This obligation commenced with

the opening of the new Mission Bernal hospital, and in 2018 Sutter established the required Center of Excellence in Senior Health:

- The Center of Excellence in Senior Health is made up of the Acute Care for the Elderly (ACE) Unit, the Hospital Elder Life Program (HELP), and a pilot partnership with the non-profit organization San Francisco Village. The ACE Unit at Mission Bernal Campus has 34 beds providing interdisciplinary care to older adult patients; this unit saw 1,149 patients in 2021, exceeding the DA goal of 600 patients. In addition, Sutter continues to operate a community benefit-funded pilot partnership with San Francisco Village to provide eligible discharged patients with a care navigator to help patients manage their health, prepare for doctor's visits, and gain access to needed community services to ease the transition from hospital to home. In 2021, 27 patients were referred to SF Village and 11 were enrolled; no enrolled participants were readmitted within 30 days.

1,500 Medi-Cal Managed Care Enrollees in the Tenderloin. The DA requires CPMC to participate in a Medi-Cal managed care partnership with a Tenderloin-based primary care provider. In June 2020, the North East Medical Services (NEMS) Management Services Organization (MSO) opened a primary care clinic at 650 Polk Street, and there is now one available MSO with a primary care provider based in the Tenderloin. CPMC reports that it was the hospital partner for 4,593 unduplicated lives in the Tenderloin through the NEMS MSO during 2021.

Prior to June 2020, there was no available MSO with a primary care provider based in the Tenderloin and despite efforts by CPMC to support the creation of one, it was deemed financially unfeasible by clinic partners. In 2015, CPMC initiated a partnership with the NEMS MSO and St. Anthony's Medical Clinic, a primary care clinic in the Tenderloin, to have St. Anthony's join the NEMS MSO, as a pathway for CPMC to meet this commitment. CPMC continues to work with St. Anthony's leadership to develop a path to sustainability.

Hiring Commitments

The DA requires CPMC to participate in a workforce development program that includes local hiring goals for construction and certain operational activities, as well as a Local Business Enterprise contracting program.³ Four major projects – the new Mission Bernal Hospital, Van Ness Hospital, and the Van Ness Garage and Medical Office Building, and Medical Office Building tenant improvements – were completed before or during 2019, and Herrero Boldt, Sutter's prime contractor for these projects, provided final cumulative construction hiring figures as part of the 2019 compliance report. No construction covered by the workforce agreement has occurred since 2019.

Construction Hiring. The local construction hiring goals established by the DA include:

³ Hiring goals are reported on a fiscal year (July 1-June 30) basis and thus the updated 2018-2019 figures in this City Report do not match the figures provided in the CPMC Annual Compliance Report.

- 50 percent of total non-union entry-level administrative and engineering positions. The final cumulative total was reported by Herrero Boldt as 83 percent.
- 50 percent of total entry-level administrative and engineering internship positions. Herrero Boldt reported that the final cumulative total was 61 percent.
- 50 percent of total union entry-level apprentice positions. Herrero Boldt also reported that the final cumulative total was 30 percent. However, CPMC has met its good-faith obligation under the DA.
- 30 percent of total work hours by union journeymen and apprentices. Herrero Boldt reported that the final work hour total was 5,620,416 work hours, of which 1,325,455 work hours (24 percent) were performed by San Francisco residents. CPMC has met its good-faith obligation under the DA.

CPMC is generally in compliance with construction hiring goals. The DA requires good-faith efforts to meet these goals; CPMC's and its contractors' efforts to increase local hiring were described in greater detail previous annual reporting. Ongoing and future projects, including eventual construction of the new Mission Bernal Medical Office Building, will be subject to the same goals.

Operational Hiring. CPMC's First Source hiring goal for entry-level operational (non-construction-related Sutter employees) is 40 percent. For the hiring year from August 2021 through July 2022 47 percent (48 of 71) entry-level hires were made through the City's First Source referral program.

Local Business Enterprise Contracting. Under this program, CPMC made payments totaling 16 percent of construction expenditures to qualified contractors, exceeding the DA goal of 14 percent.

Payments and Funding Commitments

CPMC was required to make cash payments totaling over \$70 million, including endowment of a health care innovation fund and payments for affordable housing, workforce training, transportation improvements (in lieu of other transportation impact fees), and public improvements, including streetscape and pedestrian safety improvements near the Van Ness Campus. The final payments were made on November 8, 2017, and CPMC has fulfilled this obligation.

Other Commitments

Transportation Demand Management (TDM) Measures. The DA includes a TDM plan, which commits CPMC to reducing the proportion of employees who drive to work alone and to increasing use of public transportation, carpooling, walking, cycling, and other transportation alternatives. CPMC has initiated the programs required to date, including a transit pass subsidy

that began in January 2017. Approximately 18 percent of employees receive the transit subsidy as of the date of this report, and about 14 percent of employees use transit to get work. Sutter reported that the share of employees and physicians commuting in single-occupancy vehicles was 63 percent during the 2021 reporting period, an increase of 1 percent since 2020. The pandemic continued to affect commute patterns, with the share of employees commuting in single-occupancy vehicles increasing by 9 percent since 2019. While CPMC has generally met this obligation to date, a substantial reduction in single-occupant vehicle trips by both employees and visitors is needed to meet the DA goal of reduction of such trips as a share of the total (compared to 2013) by 15 percent by 2024.

Mission Bernal Campus Area Improvements. The DA requires CPMC to build a number of street and pedestrian improvements around the Mission Bernal Campus, including traffic signals, street lighting, and permanent upgrades to the temporary plaza at the intersection of Guerrero Street and San Jose Avenue, south of the campus, to create a new Guerrero Park. The first set of these improvements is required to be completed at the time the plaza adjacent to the new hospital is complete, which is projected to be no sooner than 2022. CPMC has initiated detailed design of these improvements and coordination with City agencies and has applied for the necessary permits for the park. CPMC is coordinating closely with City agencies to finalize a complete set of streetscape designs that are integrated with the surrounding neighborhood context.

Rate Increase Limitations. Sutter Health is a provider under the City's Health Service System (HSS). In this role, it must limit annualized fee for service rate increases to no more than the Medical Rate of Inflation plus 1.5 percent (the "Annual Rate Increase") for each year through 2023. These increases are verified by an independent auditor. The City received the auditor's report for the 2018-to-2019 rate increases shortly before publication of this City Report and is reviewing it. Updated information on rate increases and compliance with this DA requirement will be presented at the public hearing of the Planning and Health Commissions to be held in December 2021.

Areas of Concern

Labor and Delivery Services at the Mission Bernal Campus. The DA requires CPMC to provide certain inpatient, urgent care, and outpatient services at the Mission Bernal Campus. CPMC may adjust, reduce, move or eliminate the specified services at the Mission Bernal Campus, but they are first required to give the City at least 6 months notice and then meet and confer with the City on the proposed changes. In 2020, inpatient labor and delivery services at the Mission Bernal Campus were temporarily relocated to the Van Ness Campus in order to use the space as a potential COVID-19 surge unit. CPMC did not provide the City with prior notice of these changes and was, therefore, found noncompliant with this provision in the 2019 and 2020 Annual Compliance Findings. CPMC indicated that the noncompliance was a result of the COVID-19 pandemic.

As of October 2022, CPMC reports that labor and delivery services at the Mission Bernal Campus remain closed under the CDPH COVID waiver (AFL-20-26), which remains in effect until the end of the Public Health Emergency (scheduled to end February 28, 2023). CPMC has not provided a specific timeline to restore labor and delivery services at the Mission Bernal Campus. Note that patients continue to receive prenatal care at the Women's Clinic at the Mission Bernal Campus, and are informed that their labor and delivery will be performed at the Van Ness Campus.

Centers of Excellence in Community Health. CPMC is required to create Centers of Excellence at the Mission Bernal Campus to assist patients with or at risk of chronic illnesses. This obligation commenced with the opening of the new Mission Bernal hospital, and in 2018 CPMC established the required Center of Excellence in Community Health:

- The Center of Excellence in Community Health (HealthFirst) is a center for health education and disease prevention affiliated with Mission Bernal's Health Care Center. HealthFirst serves patients in chronic disease management by integrating community health workers into a multidisciplinary health care team to provide health education, assist patients to improve their self-management skills, and encourage them to receive timely and comprehensive care. HealthFirst served 652 unique patients in 2021 and carried out 2,061 encounters, which was below the annual target of approximately 800 patients as set forth in the Development Agreement. CPMC reported that the COVID-19 pandemic presented challenges in terms of hesitancy of patients coming in for services, even when offered virtually. Also, due to the pandemic, the community advisory board did not meet in 2021 and was replaced by a series of phone interviews with providers and patients. With the stabilization of COVID, CPMC expects patients to come back to HealthFirst, and CPMC stated that HealthFirst will conduct additional outreach to community providers to increase referrals. DPH staff will meet and confer with CMPC to ensure that appropriate measures are taken to increase the patients served by HealthFirst in the year ahead.

Sub-Acute Care Services. The DA required CPMC to make good-faith efforts to address the continuing decline in the availability of sub-acute care beds in San Francisco, but provision of sub-acute beds is not required under the DA and thus is not evaluated in the annual reporting process. However, the Board of Supervisors, Health and Planning Commissions, and the public have expressed concerns about the loss of sub-acute care beds at Sutter's CPMC facilities at previous public hearings. Sutter closed all sub-acute care beds at St. Luke's in 2018 and transferred the remaining SNF patients formerly at St. Luke's to its Davies Campus. No new sub-acute patients have been accepted since that time and no sub-acute beds were included in the Mission Bernal hospital or the Van Ness hospital.

In 2021, DPH convened meetings with San Francisco community hospitals to explore options to support opening SNF sub-acute beds in San Francisco. CPMC participated in these meetings

and has continued to engage with DPH through 2022. CPMC has not yet committed to participation or financial support. These conversations are ongoing.

Culturally and Linguistically Appropriate Services (CLAS). The DA requires CPMC to deliver culturally and linguistically appropriate services that are representative of San Francisco’s diverse communities at all its campuses. In previous years, the City’s annual review resulted in recommendations for substantial improvements in such services, particularly at the Mission Bernal Diabetes Clinic, where the patient population has historically included many monolingual Spanish-speaking patients.

In the 2018 joint hearing, the Health Commission encouraged CPMC to provide supplemental information (i.e., campus-specific data on patient and staff demographics, languages, payor mix, zip code, and charity care) for the Mission Bernal and Van Ness hospitals to help the City have a deeper understanding of CPMC’s compliance with CLAS standards and demonstrate that the new hospitals are truly serving the communities in which they are located. CPMC reported supplemental information on patient race/ethnicity, preferred language, staff demographics, and interpreter requests/wait time for 2021. Data show that between 2020 and 2021, staff and patient demographic compositions changed marginally, and interpreter wait times were little changed as well. Additional details are included in the healthcare tables that follow this introductory section.

Guerrero Park Completion. As noted above, certain details of the Guerrero Park design and other streetscape improvements remain to be resolved. The City and CPMC are coordinating closely to finalize design decisions, and expect CPMC to complete the construction once these decisions have been finalized. CPMC and the City are pursuing completion of the park through a substitution agreement as allowed by the Development Agreement.

The tables on pages 12 to 96 of this report describe each obligation that is due under the DA as follows:

- *Lead Department:* The City department responsible for implementing or overseeing the obligation.
- *Staff Contact:* The name and contact information for the member of City staff overseeing the implementation of the obligation.
- *Completion Date:* The date on which CPMC’s obligation under the DA was completed.
- *Obligation Status:* An indication of whether the obligation is complete or still in progress. Many of the obligations are multi-year commitments which are still in process of being completed. This section also indicates whether CPMC is “in” or “not in” compliance with the obligation.
- *Description of Obligation:* A summary of the obligation defined in the DA or related document, such as the Transportation Demand Management (TDM) program.
- *Current Status:* A description of the progress made on implementing the obligation to date.
- *Next Steps:* Upcoming steps that will be taken either by CPMC or the City in implementing the obligation.

- *Opportunities for Community Engagement:* Information on additional public meetings or opportunities for the public to engage in the implementation of the obligation.
- *Funding (If Applicable):* For obligations that require funding to the City or to the San Francisco Foundation, information regarding the amount of funding received to date, and amount of funding required under the obligation.

Additional Information. Both the Planning and Public Health Departments maintain websites dedicated to the CPMC Long Range Development Plan and Development Agreement.

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

The Planning Department's website includes a "Supporting Info" page, which includes a comprehensive library of documents relating to the project, including the Development Agreement, Environmental Impact Report, and Transportation Demand Management Program. Documents relating to previous annual reviews are also located on the project website.

CPMC DEVELOPMENT AGREEMENT - COMPLIANCE OVERVIEW

COMMUNITY BENEFIT	DA SECTION	COMPLIANCE	REPORT PAGE NUMBERS
ANNUAL REVIEW PROCESS	DA Section 8.2	In Compliance	13
CONSTRUCTION SCHEDULE	DA Section 4.2.3	In Compliance	14
MILESTONE COMPLETION NOTICE	DA Section 4.2.3	In Compliance	15
VISIONING PLANS	Exhibit I	In Compliance	16
WORKFORCE COMMITMENTS			
FIRST SOURCE/END USE JOBS	Exhibit E Section C	In Compliance	19
WORKFORCE FUND	Exhibit E Section D	In Compliance	22
CITY BUILD/CONSTRUCTION JOBS	Exhibit E Section A	In Compliance	23
LOCAL BUSINESS ENTERPRISES	Exhibit E Section B	In Compliance	27
HEALTHCARE COMMITMENTS			
BASELINE HEALTHCARE	Exhibit F Section 1	In Compliance	29
MEDI-CAL COMMITMENT	Exhibit F Section 2	In Compliance	35
HEALTHCARE INNOVATION FUND	Exhibit F Section 3	In Compliance	38
OTHER HEALTHCARE COMMITMENTS	Exhibit F	In Compliance	40
HEALTH SERVICE SYSTEMS	Exhibit F Section 11	In Compliance	51
HOUSING PROGRAM	Exhibit G	In Compliance	52
PUBLIC IMPROVEMENTS	Exhibit H	In Compliance	55
TRANSPORTATION	Exhibit K	In Compliance	58
OTHER COMMITMENTS	DA Sections 3.2, 3.3	In Compliance	94

CPMC Payment Schedule

Public Funding Recipient	Agency	Effective Date ¹		First Installment ²		Second Installment		Third Installment		Fourth Installment		Fifth Installment		Payee
		Completed:	Due:	Completed:	Due:	Completed:	Due:	Completed:	Due:	Completed:	Due:	Completed:	Due:	
<i>Completed</i>														
Workforce Agreement - Exhibit E														
Workforce Training Payment	OEWD	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	City & County of San Francisco
	SF Foundation	-	2,000,000	1,000,000	-	-	-	-	-	-	-	-	-	SF Foundation
Subtotal Workforce Agreement		1,000,000	2,000,000	1,000,000	-	-	-	-	-	-	-	-	-	4,000,000
Community Healthcare program - Exhibit F														
Innovation Fund	SF Foundation	2,000,000	1,500,000	1,125,000	1,125,000	1,125,000	1,125,000	1,125,000	1,725,000	1,125,000	1,125,000	8,600,000		SF Foundation
Public Improvements - Exhibit H														
CH Pedestrian & Traffic Safety	SFMTA	200,000	200,000	-	-	575,000	-	-	575,000	-	-	-	-	1,550,000
Tenderloin Safe Passage Grant	OEWD	200,000	-	-	-	-	-	-	-	-	-	-	-	200,000
Tenderloin Lighting & Traffic Safety	OEWD	400,000	400,000	-	-	-	-	-	-	-	-	-	-	800,000
Pac/Cal Enforcement & Traffic Safety	PUC	-	800,000	1,275,000	1,275,000	1,275,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	3,450,000		City & County of San Francisco
Duboce Park Grant	SFMTA	300,000	300,000	700,000	700,000	700,000	-	-	-	-	-	-	-	3,000,000
	RPD	-	25,000	-	-	-	-	-	-	-	-	-	-	25,000
Subtotal Public Improvements		1,100,000	1,725,000	2,550,000	1,675,000	1,675,000	-	-	9,025,000	-	-	-	-	9,025,000
Housing Program - Exhibit G														
Residential Hotel Unit Replacement	MOHCD	2,684,800	-	-	-	-	-	-	-	-	-	-	-	2,684,800
Residential Unit Replacement	MOHCD	1,453,820	-	-	-	-	-	-	-	-	-	-	-	1,453,820
Affordable Housing Payment	MOHCD	2,400,000	6,700,000	7,000,000	8,825,000	8,100,000	8,100,000	8,100,000	8,100,000	3,475,000	3,475,000	36,500,000		City & County of San Francisco
Subtotal Housing Program		6,538,620	6,700,000	7,000,000	8,825,000	8,100,000	8,100,000	8,100,000	8,100,000	3,475,000	3,475,000	40,638,620		40,638,620
Transportation Program - Exhibit K														
Transit Fee	SFMTA	-	-	-	-	1,500,000	-	-	2,500,000	2,500,000	2,500,000	6,500,000		City & County of San Francisco
BRT Funding	SFMTA	-	2,100,000	2,900,000	-	-	-	-	-	-	-	-	-	5,000,000
Bicycle Studies	SFMTA	400,000	-	-	-	-	-	-	-	-	-	-	-	400,000
Subtotal Transportation Program		400,000	2,100,000	2,900,000	1,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	11,900,000		11,900,000
Total - all Public payments³		\$ 11,038,620	\$ 14,025,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 73,163,620		\$ 73,163,620

¹ Effective Date payments due within thirty (30) days of the Effective Date - August 10, 2013.
² First Installment due within thirty (30) days of the date when Approvals were Finally Granted - November 8, 2013. Each following Installment is due annually on each anniversary date thereafter - December 7.
³ As of 11/8/2017, all payments due under the DA have been completed.

PLANNING

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Annual Compliance	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
CPMC's Annual Compliance Statement & City Annual Report		DA § 8.2.1	
LEAD DEPARTMENT:	Planning	COMPLETION DATE:	
STAFF CONTACT NAME:	Elizabeth Purl	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Development Performance Coordinator		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	elizabeth.purl@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(628) 652-7529		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>In conducting the required initial and annual reviews of CPMC's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 8.2. Within 150 days following the end of each fiscal year, CPMC shall provide a report to the Planning Director showing compliance. Promptly upon receipt, the Planning Director shall post the Compliance Statement on the Planning Department website and the DPH Director shall post the Healthcare Compliance Report portion thereof on the Department of Public Health's website. The Planning Department and the Public Health Department shall receive public comment for 30 days after posting of the Compliance Statement. After the 30 day comment period the Planning Director shall within 45 days thereafter, prepare a report as to whether CPMC is in compliance with this Agreement based upon all of the information received.</p>			
CURRENT STATUS:			
<p>The Planning Director received CPMC's 2021 Development Agreement Compliance Statement on May 26, 2022. The Compliance Statement was posted on the Planning Department's website on June 8, 2022. Also on June 8, 2022, the Department mailed a notice to interested parties soliciting public comment on the Compliance Statement through July 8, 2022. The Department received public comments from one organization: the University of California Hastings College of the Law, on behalf of San Franciscans for Healthcare, Housing, Jobs and Justice ("SFHHJJ"). Due to the pandemic-related public health emergency, the public hearing was delayed until early 2023.</p>			
NEXT STEPS:			
<p>The City will schedule a joint hearing of the Planning Commission and Health Commission (tentatively scheduled for May 2023) to consider compliance for 2021. The City will provide 60 days notice to interested parties prior to the scheduled hearing.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>CPMC, the City, and members of the public will continue to participate in visioning meetings that also contribute feedback on CPMC's implementation of its obligations under the DA.</p>			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Construction Schedule	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Construction Schedule		DA § 4.2.3	
LEAD DEPARTMENT:	Planning	COMPLETION DATE:	
STAFF CONTACT NAME:	Elizabeth Purl	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Development Performance Coordinator		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	elizabeth.purl@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(628) 652-7529		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>In order to keep the City reasonably informed of CPMC's progress in satisfying the Hospital Commitment, CPMC shall periodically report to the City on the timing and progress of the construction of the St. Luke's Campus Hospital and Cathedral Hill Campus Hospital...CPMC shall provide the City with reasonably detailed project schedules for the St. Luke's Campus Hospital and Cathedral Hill Campus Hospital before the start of construction... and shall update such project schedules on not less that a quarterly basis...</p>			
CURRENT STATUS:			
<p>CPMC provided the Department with updates on their construction schedule, including with its Annual Compliance Reports. During hospital construction, CPMC regularly updated the construction schedule for both Mission Bernal (formerly St. Luke's) and Van Ness (formerly Cathedral Hill) on the CPMC2020 website (http://cpmc2020.org/). CPMC has also been in frequent communication with the Planning Department about future construction planning.</p>			
NEXT STEPS:			
<p>CPMC should continue to keep the Department informed of any upcoming significant phases of construction.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>CPMC maintained the CPMC2020 website (http://cpmc2020.org/) with construction bulletins and project updates and schedules during construction. With the completion of the new hospitals, this website is no longer being updated. However, CPMC should continue the practice of notifying neighbors in advance of significant construction activities such as the proposed Medical Office Building at the Mission Bernal Campus and could reactivate the CPMC2020 website when major construction begins again at Mission Bernal or another campus.</p>			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Milestone Completion	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Milestone Completion and Notice		DA § 4.2.3	
LEAD DEPARTMENT:	Planning	COMPLETION DATE:	
STAFF CONTACT NAME:	Elizabeth Purl	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Development Performance Coordinator		IN PROGRESS <input type="checkbox"/>
EMAIL:	elizabeth.purl@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(628) 652-7529		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
Within 30 days following the completion of each milestone listed in the Schedule and Phasing Plan, CPMC shall provide notice to the City (the "Milestone Completion Notice").			
CURRENT STATUS:			
CPMC has completed all the of milestones due under the DA, as described in its annual Compliance Statements and this 2018 City Report. The final milestones were completed in 2018:			
<ol style="list-style-type: none"> 1. A Notice of Completion of construction of the replacement hospital at the Mission Bernal campus. This milestone was completed on June 17, 2018. 2. A Notice of Opening of the replacement hospital at the Mission Bernal campus. This milestone was completed on August 25, 2018. 			
NEXT STEPS:			
None.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
CPMC has opportunities to engage the Community in the construction and operational related activities that result from the Milestone Commitments. CPMC should continue to provide updates to the Community about construction activities at the Mission Bernal Campus, including the Medical Office Building.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Visioning Plans	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
California Campus		Exhibit I-3.2.a	
LEAD DEPARTMENT:	Planning	COMPLETION DATE:	
STAFF CONTACT NAME:	Elizabeth Purl	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Development Performance Coordinator		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	elizabeth.purl@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(628) 652-7529		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>Community Visioning Plans were required in the Development Agreement (Exhibit I-1 through I-3) for the Long-Term Projects for the Davies, California and Pacific Campuses, as set forth below:</p> <p>Davies Campus Community Advisory Group (CAG): To facilitate community input regarding planning for the Long-Term Project at the Davies Campus, CPMC is required to establish a Davies Campus Community Advisory Group within six (6) months after Approvals and any Subsequent Approvals for CPMC's Near-Term Projects have been Finally Granted.</p> <p>Pacific Campus Community Advisory Group: To facilitate community input regarding planning for the Long-Term Projects at the Pacific Campus, CPMC is required to convene an initial meeting of parties who have previously expressed interest in the planning process for the Pacific Campus to discuss interest in and the composition of the Pacific Campus Community Advisory Group ("Pac CAG") within six (6) months after Approvals and any Subsequent Approvals for CPMC's Near-Term Projects have been Finally Granted. CPMC is required to promptly thereafter, appoint the Pac CAG.</p> <p>California Campus Visioning Advisory Committee (VAC): The California VAC is the community advisory group that will assist CPMC with community outreach, information dissemination and public education efforts regarding the visioning process for eventual reuse of the California Campus. On the date that is the later of (i) six (6) months after Approvals and any Subsequent Approvals for CPMC's Near-Term Projects have been Finally Granted; and (ii) completion of the Phase II work described in Section 3b-Research and Stakeholder Interviews, CPMC will appoint the Cal VAC.</p>			
CURRENT STATUS:			
<p>Davies Campus: this obligation is not yet required, as the Long-Term Project at the Davies Campus is not currently being pursued.</p> <p>Pacific Campus: CPMC held a community meeting at the Pacific Campus in November 2018 to inform neighbors of the outpatient services that would be moving there after transfer of inpatient services to the Van Ness Campus and continued use as the Pacific Heights Outpatient Center. No other Long-Term Project is being pursued at the Pacific Campus, and this obligation is complete.</p> <p>California Campus: CPMC began the Visioning Plan process for the California Campus, including formation of a VAC, in 2014. The committee consists of neighborhood group leaders, residents, and supervisor office representatives. The VAC met regularly throughout the project approval process for the proposed redevelopment of the California Campus by TMG Partners. Sutter announced in October 2021 that TMG will not proceed with redevelopment of the California Campus. Continuing meetings of the VAC would be required for alternative redevelopment plans.</p>			
NEXT STEPS:			
CPMC will continue the Community Visioning Plan process for the California Campus and will begin the Community Visioning Plan process for other Campuses no later than the time that Approvals/Subsequent Approvals have been finally granted.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
CPMC could voluntarily begin this process sooner than required for the remaining campuses.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		MMRP	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Non-Traffic/Transit MMRP Measures		DA § 4.5.2; Exhibit D	
LEAD DEPARTMENT:	Planning	COMPLETION DATE:	
STAFF CONTACT NAME:	Elizabeth Purl	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Development Performance Coordinator		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	elizabeth.purl@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(628) 652-7529		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall comply with all Mitigation Measures imposed as applicable to each Project component, except for any Mitigation Measures that are expressly identified as the responsibility of a different party or entity. Without limiting the foregoing, CPMC shall be responsible for the completion of all Mitigation Measures identified as the responsibility of CPMC or the "project sponsor."			
CURRENT STATUS:			
CPMC has completed pre-construction Mitigation Measures related to Cultural and Paleontological Resources, Biological Resources, Geology and Soils, Hydrology and Water Quality, and Hazards and Hazardous Materials (M-CP-N2, M-CP-N3, M-CP-N4, M-BI-N1, M-GE-N6, M-HY-N2, M-HZ-N1a, and M-HZ-N1b). CPMC has made all payments due under the DA and is in compliance with Mitigation Measures related to mitigation fee payments (M-TR-29, M-CR-30, M-TR-31, M-TR-134, and M-TR-137). CPMC has completed or is performing mitigation activities related to project construction and operation (M-TR-44, M-TR-55, M-NO-N1, M-NO-N1a, M-NO-N1b, M-NO-N1c, M-NO-N3b, M-NO-N3c, M-NO-N3d, M-NO-N3e, M-NO-N4, M-NO-N5, M-AQ-N1a, M-AQ-N1b, M-AQ-N2, M-AQ-N9, and M-HY-N3).			
NEXT STEPS:			
Mitigation Measures related to project operation, such as stationary equipment noise, loading, and traffic control, are in effect with the opening of the new hospitals and medical office building. CPMC will resume construction-related Mitigation Measures when construction begins on the Mission Bernal Medical Office Building and other future projects as needed.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
Not applicable.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$6,500,000.00		\$6,500,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Fully funded. See "MMRP: Transportation and Circulation" pages for detailed information.			
ADDITIONAL FUNDS REQUIRED:			
None.			

WORKFORCE

CPMC CITY AGENCY COMPLIANCE REPORT		
SUBJECT:		
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:
40% Entry Level System Referrals		Exhibit E § C.3
LEAD DEPARTMENT: OEWD	COMPLETION DATE:	
STAFF CONTACT NAME: Lowell Rice	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE: First Source Program Manager		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL: lowell.rice@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE: 415-701-6578		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:		
<p>As long as this Agreement remains in full force and effect, CPMC's hiring goals shall be to fill at least forty percent (40%) of Available Entry Level Positions with System Referrals ("Annual Hiring Target") in each consecutive 12-month period following the Effective Date (each, a "Hiring Year"). Notwithstanding the foregoing, if CPMC does not meet its Annual Hiring Target in any Hiring Year (a "Hiring Deficiency"), the number of Entry Level Positions constituting the Hiring Deficiency will roll over and be added to the Annual Hiring Target for the following Hiring Year....If a Hiring Deficiency exists at the end of the term of this Agreement, then the term will be automatically extended ("Automatic Extension") until such time as CPMC achieves the full Annual Hiring Target for each Hiring Year.</p>		
CURRENT STATUS:		
<p>For the 2021-2022 Project Year (August 2021 - July 2022), CPMC made 48 hires through the workforce system. This represents 47% of total entry-level hires during the Project Year, which exceeds the 40% requirement per the Development Agreement. Additionally, CPMC does not have a hiring deficit from prior years.</p>		
# Hired from Workforce System	Total # of Hires	% of hires from Workforce system
48	71	47%
For the 2021-2022 Project Year, the following requisitions have been filled by Workforce System referrals:		
Requisition	Zip Code	Hire Date
Certified Hospital Attendant	94112	7/9/2021
Certified Hospital Attendant	94112	8/30/2021
Emergency Department Technician	94116	8/30/2021
Emergency Department Technician	94116	9/13/2021
Certified Hospital Attendant	94118	9/27/2021
CPT Lab Technician	94132	10/11/2021
Unit Coordinator	94112	10/11/2021
Patient Access Representative-Patient Registration Services	94080	10/11/2021
Emergency Department Technician	94109	10/11/2021
Food Service Aide-Food and Nutrition	94134	10/25/2021
Certified Hospital Attendant	94112	10/25/2021
Certified Hospital Attendant	94122	11/8/2021
Certified Nursing Assistant	94122	11/22/2021
Home Healthcare Assistant	94118	12/6/2021
Unit Coordinator	94109	12/6/2021
Home Healthcare Assistant	94112	12/20/2021
Patient Access Representative-Patient Registration Services	94110	12/20/2021
Emergency Department Technician	94116	1/3/2022
Housekeeping Aide	94109	1/3/2022
Certified Hospital Attendant	94112	1/18/2022
Certified Hospital Attendant	94109	1/18/2022
Certified Hospital Attendant	94118	1/18/2022
Housekeeping Aide	94110	1/31/2022
Patient Access Representative-Patient Registration Services	94124	1/31/2022
Certified Hospital Attendant	94117	2/14/2022

Housekeeping Aide	94142	2/14/2022
Security Officer	94118	2/14/2022
Emergency Department Technician	94109	2/14/2022
Emergency Department Technician	94105	2/14/2022
Emergency Department Technician	94133	2/14/2022
Patient Access Representative-Patient Registration Services	94110	2/28/2022
Housekeeping Aide	94124	2/28/2022
Security Officer	94110	2/28/2022
CPT Lab Technician	94110	3/8/2022
Housekeeping Aide	94115	3/28/2022
CPT Lab Technician	94612	3/28/2022
Food Service Aide-Food and Nutrition	94103	4/11/2022
CPT Lab Technician	94134	4/11/2022
CPT Lab Technician	94121	4/11/2022
Transporter	94134	4/25/2022
Patient Services Representative	94112	5/9/2022
Unit Coordinator	94112	5/9/2022
Unit Coordinator	94118	5/9/2022
Transporter	94102	5/9/2022
Ward Clerk	94133	5/23/2022
Transporter	94103	5/23/2022
Security Officer	94124	7/5/2022
Certified Hospital Attendant	94108	7/5/2022

Of the 48 system referral hires made during the Project Year, (67%) were from impacted communities specified in the Development Agreement, specifically: Mission, Excelsior Western Addition and Southeastern neighborhoods.

Requisition	2021-22 Program Year
Administrative Coordinator	0
Aquatic Instructor	0
Central Distribution Aide	0
Certified Home Health Aide	6
Certified Hospital Attendant/Nursing Assistant	47
Clerk/Receptionist	0
Client Services Representative	1
Cook	11
CPT Lab Assistant	13
Dietary Clerk-Nutrition Services	5
EKG Technician	0
Emergency Department Technician	7
Food Service Aide-Food and Nutrition	8
Hospital Attendant*	0
Housekeeping Aide	18
Laboratory Assistant-Clinical Laboratory	0
Medical Assistant	3
Pathology Lab Accessioner	0
Patient Access Representative-Patient Registration Services	18
Patient Registration Representative	0
Patient Service Representative	8
Patient Support Representative	0
PBX Operator	5
Point of Service Specialist	0
Rehabilitation Aide	1
Sales Gift Shop	0
Security Officer	30
Specimen Handling Lab Aide/Phlebotomy-Clinical Laboratory	0

Speech Therapy Aide	0
Transporter/Transport Aide	11
Unit Coordinator	20
Total	212

NEXT STEPS:

OEWD will continue to work closely with CPMC, community partners, and the San Francisco Foundation to build upon positive gains made in the 2021-22 Program Year to ensure CPMC meets or exceeds its 40% hiring goal. Strategies identified in the prior annual report have been put in to place and will continue, including:

- Employer spotlight events in priority neighborhoods to increase awareness of CPMC employment opportunities and how to apply for the positions
- Group interviews in partnership with OEWD's Neighborhood Access Points in priority neighborhoods; prior to each event, Neighborhood Access Points conduct prescreening events in order to ensure a match with CPMC employment opportunities
- Citywide distribution of CPMC job announcements
- Early involvement of CPMC hiring managers
- Weekly check-ins between OEWD & CPMC
- Quarterly meetings of OEWD, CPMC, and Neighborhood Access Points and San Francisco Foundation grantees

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

As described above, OEWD continues to hold regular community events in partnership with CPMC and OEWD's Neighborhood Access Points.

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Workforce (Workforce Fund)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Workforce Fund Agreement		Exhibit E § D	
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:	
STAFF CONTACT NAME:	Ryan Young	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Policy Analyst		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	ryan.young@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 701-4831		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
The remainder of the \$3 million shall be paid to the San Francisco Foundation in accordance with Exhibit N... until the total sum is paid, and managed by the San Francisco Foundation in accordance with the Workforce Fund Agreement... The funds paid by CPMC shall be used for workforce training purposes only...			
CURRENT STATUS:			
<p>Brief History: The San Francisco Foundation received \$2,000,000 of the Workforce Fund in December 2013 and spent the rest of 2014 planning, writing and issuing an RFP for funding. In March, 2015, four grantees received grant awards from the San Francisco Foundation: Jewish Vocational Service, Mission Hiring Hall, Positive Resource Center, and Self Help for the Elderly; with grant awards beginning in April 2015. On August 17, 2015 The San Francisco Foundation released a duplicate RFP with a focus on Bayview and Western Addition communities, in which the Success Center and Young Community Developers were awarded funding to provide training and workforce services to prepare residents from their respective communities for employment at CPMC. During Program Year (PY) 16-17 it was decided that Mission Hiring Hall and Positive Resource Center would not continue as part of the portfolio due to continuous struggles with performance measures, and FACES SF would be awarded funding due to their high placement rates and successful collaborative efforts with CPMC. During this time the contract cycles were adjusted to mirror OEWD's fiscal year (July 1-June 30) in an effort to provide better program and outcome alignment. Contract outcomes during the subsequent program years have focused on qualitative services to properly prepare residents for both clinical and non-clinical employment opportunities.</p> <p>Current Status: The Workforce Committee continues to meet and work with grantees to achieve our collective goals. Bi-Annual Committee meetings occurred on the following dates: May 6, 2021 and November 30, 2021 to do a thorough review of performance outcomes, discuss challenges and successes with workforce programming, and strategize on how best to connect SF residents to employment at CPMC. The total amount of funding allocated to the 4 non-profit workforce partners (Jewish Vocational Services, Self-Help for the Elderly, Success Center and FACES SF) for the remaining three program years of the grant term (PY20-21, PY21-22 & PY22-23) is a cumulative of \$870,000. No new RFP's were released related to this committee's work between July 1, 2020 - June 30, 2021. However, committee partners were previously invited to apply for the CPMC Workforce Development Fund to the San Francisco Foundation via online applications under the same parameters that were used in past RFP's similar to OEWD's RFP 121 (which was released on December 2, 2016 to provide a full array of workforce services to local residents, with a focus on sector programming, neighborhood-based workforce services, specialized population, young adult and job readiness services). Contracts for PY20-21 focused on job readiness training, placement assistance, paid work experience and/or barrier reduction to properly prepare residents for both clinical and non-clinical employment opportunities with competitive wages in a growing employment sector. Contracts for PY 20-21 thru PY 22-23 effectively started on April 2, 2020, and scopes of work include language re: CPMC outreach and employment services to City residents for the remaining 4 SF Foundation workforce programming partners.</p>			
NEXT STEPS:			
<ul style="list-style-type: none"> Continue meetings with the Workforce Committee and with grantees in Program Year 2021-2022 Focus on job readiness training, placement assistance, paid work experience and/or barrier reduction that leads to employment opportunities with CPMC or comparable employers with competitive wages The Workforce Committee will convene in the Spring of 2021 to provide input on contractual deliverables and discuss strategies for continued program success. 			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Workforce Committee will continue to support grantees to ensure that training and employment services are meeting the workforce needs of San Franciscans. CPMC, in coordination with OEWD's Business Services Team will continue to schedule neighborhood based Employer Spotlights and Hiring Events citywide.			
CPMC's FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$3,000,000.00		\$3,000,000.00	
CPMC's FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Workforce (CityBuild)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
50% Non-union Entry Level Admin/Engineering Positions		Exhibit E § A.5.b	
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:	
STAFF CONTACT NAME:	Ryan Young	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Policy Analyst		IN PROGRESS <input type="checkbox"/>
EMAIL:	ryan.young@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 701-4831		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>So long as this Agreement remains in full force and effect, CPMC's Contractors shall make good faith efforts in accordance with Section 9 to ensure the following hiring goals with respect to each Contract:...With respect to new Entry-Level Positions for non-union administrative and engineering candidates, a Contractor and its Subcontractors will work to fill a minimum of fifty percent (50%) of such new Entry-Level Positions with San Francisco resident System Referrals....OEWD, through its network of Community Based Organizations and the City's One-Stop System, shall be designated as the referral source for San Francisco residents.</p>			
CURRENT STATUS:			
<p>CPMC's Contractors have filled thirty-two (32) of the thirty-eight (38) new Entry Level Positions for non-union administrative and engineering candidates with System Referrals. This represents 82% of new Entry-Level positions being filled with San Francisco resident System Referrals, above the minimum 50% hiring goal.</p> <p>Many of the administrative and engineering hires have become part of the contractors' core employees and are expected to move on to the next project with the contractor.</p> <p>The thirty-two System Referrals were participants of OEWD's Construction Administrative and Professional Services Academy (CAPSA). The program is administered by Mission Hiring Hall in collaboration with City College of San Francisco and a network of workforce service providers.</p>			
NEXT STEPS:			
<p>CityBuild will work with any candidates who have been laid off from the completion of these project. With their skills gained from these projects, CityBuild will be able to place them on other projects throughout the City.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Workforce (CityBuild)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
50% Entry Level Admin/Engineering Internship Positions		Exhibit E § A.5.b	
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:	
STAFF CONTACT NAME:	Ryan Young	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Policy Analyst		IN PROGRESS <input type="checkbox"/>
EMAIL:	ryan.young@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 701-4831		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>So long as this Agreement remains in full force and effect, CPMC's Contractors shall make good faith efforts in accordance with Section 9 to ensure the following hiring goals with respect to each Contract:...With respect to new Entry-Level Positions for administrative and engineering internship candidates, a Contractor and its Subcontractors will work to fill a minimum of fifty percent (50%) of such new Entry-Level Positions with San Francisco resident System Referrals....OEWD, through its network of Community Based Organizations and the City's One-Stop System, shall be designated as the referral source for San Francisco residents.</p>			
CURRENT STATUS:			
<p>CPMC's Contractors have filled thirty (30) of the fifty-three (53) new Entry Level Positions for administrative and engineering internship candidates with System Referrals. This represents 57% of new Entry Level positions being filled with San Francisco resident System Referrals, above the minimum 50% hiring goal. The System Referrals include students from San Francisco Unified School District High School Seniors and San Francisco State University civil engineering majors partnering with the MESA (mathematics engineering science achievement) program focusing on economically disadvantaged students.</p> <p>Of the thirty interns, ten were hired on as full-time employees with a contractor on the project and were expected to move onto the next project with the contractor.</p>			
NEXT STEPS:			
CityBuild will continue working with the intern candidates not hired permanently to build on their skill sets for permanent placement on other projects throughout San Francisco.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
Continued CityBuild community outreach.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Workforce (CityBuild)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
50% Entry Level Apprentice Positions		Exhibit E § A.5.c	
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:	
STAFF CONTACT NAME:	Ryan Young	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Policy Analyst		IN PROGRESS <input type="checkbox"/>
EMAIL:	ryan.young@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 701-4831		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>So long as this Agreement remains in full force and effect, CPMC's Contractors shall make good faith efforts in accordance with Section 9 to ensure the following hiring goals with respect to each Contract:...With respect to new Entry-Level Positions for union apprentice candidates, the Contractor, its Subcontractors, and OEWD will work together to fill a minimum of fifty percent (50%) of such new Entry-Level Positions with San Francisco resident System Referrals who must also be graduates of CityBuild Academy. The Contractor along with its Subcontractors and their applicable unions will confirm the number of new union apprentices that will be required for the Contract and the annual variability of that demand throughout the course of the Contract. The methodology to be used to estimate the number of new union apprentices shall be 21% of the projected number of apprentice hours overall.</p>			
CURRENT STATUS:			
<p>As of July 1, 2020, CPMC's Contractors have filled 30% of new Entry Level Positions for union apprentice candidates with System Referrals. Although that is below the 50% Entry-Level union apprentice hiring goal, HerreroBOLDT and their contractors have made ongoing efforts to hire System Referrals when possible and demonstrated their good-faith by notifying CityBuild of all new hiring opportunities. When System Referrals were hired for Entry Level Positions, many were successful in maintaining work for the duration of the contractors' scopes of work. This resulted in 35% of total apprentice work hours being performed by local San Francisco residents.</p>			
NEXT STEPS:			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Workforce (CityBuild)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
30% of Trade Hours for Journeymen and Apprentices		Exhibit E § A.5.d	
LEAD DEPARTMENT:	OEWD - Workforce	COMPLETION DATE:	
STAFF CONTACT NAME:	Ryan Young	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Policy Analyst		IN PROGRESS <input type="checkbox"/>
EMAIL:	ryan.young@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 701-4831		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>With respect to new and core opportunities for union journeymen and apprentices, so long as this Agreement remains in full force and effect, CPMC's Contractors shall make good faith efforts in accordance with Section 9 to ensure the following hiring goals with respect to each Contract:...Contractor and its Subcontractors will work to achieve a minimum of thirty percent (30%) of trade hours (i.e., 30% of journeymen and apprentice trade hours combined, and not 30% in each category) to be performed by San Francisco residents. This goal will be measured based upon (1) trade hours for the overall Contract, (2) trade partners, regardless of tier, and (3) hours by craft. A Contractor's obligation to hire new union entry-level apprentice candidates set forth in Section 5(c) above shall be credited towards the Contractor's obligation to hire San Francisco residents under this Section 5(d).</p>			
CURRENT STATUS:			
<p>As of July 1, 2020, CPMC has completed and reported all work hours for all projects. A total of 5,620,416 work hours were reported across 4 projects (Mission/Bernal Campus, Van Ness and Geary Hospital Campus, Van Ness Garage and Medical Office Building, and Medical Office Tenant Improvement). Of that, 1,325,455 work hours were performed by San Francisco residents, resulting in 24% local hiring. While this is below the 30% overall local hiring goal, contractors worked collaboratively with CityBuild to maximize hiring of local workers for both apprentice and journey positions.</p> <p>These data are collected through an electronic payroll system, Elations Systems.</p>			
NEXT STEPS:			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Workforce (LBE Requirement) - CY2019	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
14% Local Business Enterprise Goal		Exhibit E § B.4	
LEAD DEPARTMENT:	Contract Monitoring Division	COMPLETION DATE:	
STAFF CONTACT NAME:	Selormey Dzikunu	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Contract Compliance Officer I		IN PROGRESS <input type="checkbox"/>
EMAIL:	Selormey.Dzikunu@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-8369		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>As long as this Agreement remains in full force and effect, CPMC shall make a good faith effort to ensure that at least fourteen percent (14%) of the cost of all Contracts for the Workforce Projects are awarded to Contractors or Subcontractors that qualify as certified LBEs under this Agreement. CPMC and City acknowledge and agree that CPMC's efforts to award Contracts to LBEs are voluntary, and that CPMC and its Contractors shall have the sole discretion to confirm certification of, or otherwise screen, hire or not hire LBEs.</p>			
CURRENT STATUS:			
<p>As of: 6/15/20 LBE Report for the Van Ness Campus and Mission Bernal Campus projects:</p> <p>The following report is for the reporting period from start of projects through completion of the two hospital projects: For the Van Ness and Geary Campus the project has a 14.9% utilization of Local Business Enterprise (LBE), which represents \$148,135,079 of the \$991,524,144 spent on construction to date. For the St. Luke's Campus the project achieved 21.9% utilization of LBEs, which represents \$62,434,686 of the \$285,037,087 spent on construction to date. For the Van Ness Campus Medical Office Building and Garage, Pankow achieved 12.8% utilization of LBEs, representing \$ 16,764,697 of the \$130,576,843 spent on construction to date. For the Van Ness Campus Medical Office Building Tenant Improvements (TI), Rudolf and Sletten achieved 0.39% utilization of LBEs, which represents \$534,873 of the \$133,718,279 spent on construction to date. All Campus combined achieved 16% LBE utilization, which represents \$227,862,265 of the \$1,540,856,354 spent on construction.</p> <p>San Francisco-based businesses that are working or have worked on the projects include the following: AJS Painting, Becker Electric, BergDavis Public Affairs, Big Mouth Productions, City Source Rental & Supply, Clipper International, CMC Traffic Control, DLD Lumber, David Schmitt Drywall, Frontline Steel, Giron Construction, H & M Fire Protection, Harrison Drywall, Ireland Interiors, Kwan Wo, Lawson Roofing, Linoleum Larry's, Inc., Liquidyn, Martin Ron, Merriweather & Williams, Mike O'Brien Trucking, Muller Construction Supply, Municon, Phoenix Electric, Progress Glass, Rubecon Builders, The M-Line, The Supply Closet, United CA Glass & Door, YCAT-C and Your All Day Everyday Janitorial Services. CPMC continues to utilize other LBEs such as Merriweather and Williams, The M Line, and BergDavis Public Affairs.</p>			
NEXT STEPS:			
<p>These hospital construction projects are now complete and this is the final report that includes these two projects. HerreroBoldt will continue to help with the coordination between the CMD and the general contractors on the Van Ness Campus Medical Office Building, the Mission Bernal Campus Office Building, and related projects.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>HerreroBoldt projects are now complete and no further opportunities are available. For the construction of the hospitals, HerreroBoldt worked with CMD to identify LBEs in the RFP process and included in all RFPs the LBE goals which were in all contracts. Additionally, HerreroBoldt purchased supplies, material and meals from local businesses and worked with merchant associations to identify vendors. HerreroBoldt worked with CMD and the general contractors on the medical office buildings, as needed for identification and outreach for LBEs to bid and perform scope on the projects.</p>			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

HEALTH CARE

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: Healthcare (Baseline Commitment)

DEVELOPMENT AGREEMENT OBLIGATION: Unduplicated Patient Commitment
DEVELOPMENT AGREEMENT SECTION: Exhibit F § 1.a

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:

Commencing on the date the Approvals are Finally Granted [11/8/2013], CPMC shall in each fiscal year [January 1 through December 31]...care for a total of not less than 30,445 Unduplicated Patients in San Francisco (the "Unduplicated Patient Commitment")..."Unduplicated Patient" means a patient who receives a service from any CPMC facility or clinic in the City during the calendar year as a Medi-Cal or Charity Care patient, who has not previously received a service as a Medi-Cal or Charity Care patient from a CPMC facility or clinic in San Francisco during that calendar year.

CURRENT STATUS:

CPMC served a total of 30,779 unduplicated patients between 1/1/2021 and 12/31/2021. This figure is verified by a third party audit performed by Deloitte & Touche. CPMC exceeded its requirement by 333 unduplicated patients.

NEXT STEPS:

This annual obligation continues until 11/8/2023.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

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

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

CPMC'S FUNDING OBLIGATION REMAINING:

\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Baseline Commitment)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Baseline Expenditure Commitment		Exhibit F § 1.b	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>Commencing on the date the Approvals are Finally Granted, CPMC shall in each fiscal year...spend at least Eight Million Dollars (\$8,000,000) for Community Benefits in San Francisco (the "Baseline Expenditure Commitment"....As part of the Baseline Expenditure Commitment, CPMC shall provide financial and other services or operational support for comprehensive primary pediatric care to residents of the Bayview area through the Bayview Child Health Center in a manner and amount generally consistent with CPMC's level of support for the Bayview Child Health Center in fiscal year 2011-12, including comprehensive primary pediatric care to residences of the Bayview area.</p>			
CURRENT STATUS:			
<p>CPMC exceeded this requirement by providing \$16,522,093 in Community Benefits in San Francisco. CPMC's compliance with this provision was verified by a third party audit performed by Deloitte & Touche. The audit methodology, which was established at the time the DA was negotiated, included: review of the contractual requirements and the eligible expense definitions; review of the list of expenses CPMC included in their calculation; from that list, a selection of projects totaling more than \$8 million; and evaluation of a random sample of 45 transactions.</p>			
NEXT STEPS:			
This annual obligation continues until 11/8/2023.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Baseline Commitment)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Hiring 3rd Party Auditor		Exhibit F § 1.a; DA § 8.2.2	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>Exhibit F: [The Unduplicated Patient Commitment] shall be verified by an independent third party auditor... no later than 3 months following execution of this Agreement.</p> <p>Development Agreement: The Planning Director and Director of Public Health shall... post on their websites the independent third party audit verifying the number of Unduplicated Patients cared for and the costs incurred for the Baseline Expenditure Commitment.</p>			
CURRENT STATUS:			
<p>CPMC's performance on the Unduplicated Patient Commitment and the Baseline Expenditure Commitment were verified by a third party audit performed by Deloitte & Touche. The audit methodology, which was established at the time the DA was negotiated, included: interviews with managers to understand their process for calculating the unduplicated patient commitment; direct data analytics to determine the number of unduplicated patients; direct data analysis on the unduplicated patients identified; and evaluation of a random sample of 25 patients identified in the analysis. A copy of the audit was included in CPMC's 2021 Compliance Statement, which is posted on both the Department of Public Health and Planning Department websites.</p>			
NEXT STEPS:			
This annual obligation continues until 11/8/2023.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Baseline Commitment)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Charity Care Policies and Affordable Care Act		Exhibit F § 1.d	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	12/31/2015
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC will maintain through the end of calendar year 2015 Charity Care policies that are no more restrictive than current Charity Care policies set forth in the CPMC Fiscal Year 2011 Charity Report...			
CURRENT STATUS:			
This obligation was completed in 2015.			
NEXT STEPS:			
N/A			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
N/A			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Baseline Commitment)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Charity Care Policies and Affordable Care Act		Exhibit F § 1.d	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall maintain Charity Care policies that are in compliance with applicable California law, and CPMC will not deny Charity Care patients access to inpatient service.			
CURRENT STATUS:			
CPMC maintained Charity Care policies that comply with California law and ensured Charity Care patients had access to inpatient services.			
NEXT STEPS:			
This annual obligation began on 1/1/2016 and continues until 11/8/2023.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Baseline Commitment)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Bayview Child Health Center		Exhibit F § 1.e	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall provide financial and other services or operational support for comprehensive primary pediatric care to residents of the Bayview area through the Bayview Child Health Center...			
CURRENT STATUS:			
<p>CPMC provided financial and operational support for the Bayview Child Health Center consistent with 2011-2012 levels. In November 2013, South of Market Health Center (SMHC), in collaboration with CPMC and the Sutter Pacific Medical Foundation, received funding from the federal Health Resources and Services Administration to transfer ownership of the Bayview Child Health Center to SMHC. The transfer was effective 9/1/14. The DA provides that CPMC may "sell, lease or transfer programs, services or service lines to meet evolving community needs, operational cost-effectiveness, or quality standards." CPMC provided the following support to the SMHC and the clinic as part of the Baseline Commitment in the DA:</p> <ol style="list-style-type: none"> 1. Financial support through an operations grant each year for five years as the clinic becomes sustainable under the Federally Qualified Health Center model; 2. Leased the former BCHC Medical Director to SMHC through the end of 2015 to promote continuity of care; 3. Transferred all assets to SMHC at no cost; 4. Invested over \$1,000,000 in tenant improvements to bring the clinic to OSHPD 3 compliance; and, 5. Remains the clinic's specialty and hospital partner-- providing Bayview children with comprehensive services across the care continuum. <p>As part of CPMC's ongoing 5-year commitment to support BCHC's general operations, CPMC provided operational grants of \$227,767 in 2021 and \$241,745 in 2022.</p>			
NEXT STEPS:			
This obligation continues until 11/8/2023. As mentioned in the "Current Status," CPMC will provide an operations grant each year for the 5 years to ensure sustainability of the clinic, and will remain the clinic's specialty and hospital partner to ensure comprehensive services to Bayview children.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health meets quarterly with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: Healthcare (New Medi-Cal Beneficiaries)

DEVELOPMENT AGREEMENT OBLIGATION: San Francisco Health Plan Medi-Cal Managed Care Program
DEVELOPMENT AGREEMENT SECTION: Exhibit F § 2.a

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>

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

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

NEXT STEPS:
This annual obligation continues until 8/10/2023.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: Healthcare (New Medi-Cal Beneficiaries)

DEVELOPMENT AGREEMENT OBLIGATION: New Medi-Cal Beneficiaries Commitment
DEVELOPMENT AGREEMENT SECTION: Exhibit F § 2.b

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
Commencing on the Effective Date, and annually thereafter, CPMC shall accept responsibility for providing hospital services... for no less than 5,400 additional Medi-Cal managed care beneficiaries...CPMC would therefore accept responsibility for providing hospital services to a cumulative total of 22,728 Medi-Cal managed care beneficiaries to satisfy the New Medi-Cal Beneficiaries Commitment.

CURRENT STATUS:
CPMC met the obligation of 5,400 additional Medi-Cal beneficiaries in 2014. As of December 2021, CPMC had a total of 40,182 Medi-Cal managed care beneficiaries enrolled in its partnership, which exceeds the development agreement commitment by 17,454 beneficiaries. This is an increase from 2020, when 38,187 Medi-Cal managed care beneficiaries were served.

NEXT STEPS:
This annual obligation continues until 8/10/2023.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: Healthcare (New Medi-Cal Beneficiaries)

DEVELOPMENT AGREEMENT OBLIGATION: Contracting with MSO Providers	DEVELOPMENT AGREEMENT SECTION: Exhibit F § 2.f
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LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
CPMC shall contract with at least two (2) Management Services Organizations (MSO) to care for New Enrollees, and, when available with a new MSO where the primary care provider base is located in the Tenderloin to care for 1,500 New Enrollees if and when available from the Effective Date through December 31, 2015.

CURRENT STATUS:
Prior to June 2020, there was no available MSO with a primary care provider based in the Tenderloin and despite efforts by CPMC to support the creation of one, it was deemed financially unfeasible by clinic partners. In June 2020, the North East Medical Services (NEMS) MSO opened a primary care clinic at 650 Polk Street, and there is now one available MSO with a primary care provider based in the Tenderloin. In 2021, CPMC reported that it is the hospital partner for 4,593 patients in the Tenderloin through the NEMS MSO.

Prior to the opening of the NEMS 650 Polk Street clinic, CPMC contracted with the NEMS MSO in 2015 and worked with NEMS and St. Anthony's Clinic, a primary care provider in the Tenderloin, to have St. Anthony's join the NEMS MSO. CPMC continues to work with St. Anthony's leadership to develop a path to sustainability and support outreach efforts. To date, St. Anthony's conducts ongoing outreach events to Tenderloin residents through the St. Anthony's Dining Room, Tenderloin family serving providers, Project Homeless Connect and enhanced Medi-Cal eligibility screening and enrollment at the clinic.

NEXT STEPS:
CPMC will continue to provide care for up to 1,500 Medi-cal beneficiaries in the Tenderloin.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Innovation Fund)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Innovation Fund Agreement		Exhibit F § 3.c	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	10/7/2017
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>CPMC shall enter into the Innovation Fund Grant Agreement (the "Innovation Fund Agreement") substantially in the form attached hereto as Attachment 1 to this Exhibit F, and City shall agree to and accept same as indicated, with only such changes as are approved by the DPH Director, the City Attorney and the Innovation Fund Foundation that do not decrease CPMC's payment obligations or otherwise materially reduce the benefits provided under the Innovation Fund Agreement as determined by the DPH Director. The Innovation Fund Agreement shall include and implement the provisions applicable to the Innovation Fund Foundation as set forth in this Section 3.</p>			
CURRENT STATUS:			
<p>CPMC entered into the Innovation Fund Agreement with The San Francisco Foundation. In 2017, CPMC paid the fifth installment into the Innovation Fund (\$1.125 million), for a total of \$8.6 million since the inception of the fund, thus, completing its payment obligation to the Innovation Fund Foundation.</p>			
NEXT STEPS:			
N/A			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
N/A			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$8,600,000.00		\$8,600,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Innovation Fund)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Innovation Fund Funding & Disbursements		Exhibit F § 3.c	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>The Innovation Fund Foundation shall annually distribute a portion of the principal balance of the Innovation Fund to third-party recipients under a grant application process approved by CPMC and the DPH Director....Prior to any disbursements or commitments for distribution of the Innovation Fund, the Innovation Fund Foundation shall consult with, obtain disbursement advice from the Committee and, if possible, obtain a consensus for distributions with the Committee, as provided in Section 3.a(iii) above, provided that final determinations shall be made by the Innovation Fund Foundation.</p>			
CURRENT STATUS:			
<p>In 2020, CPMC distributed all remaining funds (\$839,143) to Mission Language and Vocational Services to support a city-wide effort to conduct street outreach, conduct wellness calls and connect members of the Latinx community who have been disproportionately impacted by the COVID-19 pandemic to services including access to financial assistance, food, personal protective equipment and supplies. Because all remaining funds have been distributed in 2020, CPMC completed this obligation.</p>			
NEXT STEPS:			
N/A			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: Healthcare (Sub-Acute Services)

DEVELOPMENT AGREEMENT OBLIGATION: Sub-Acute Services

DEVELOPMENT AGREEMENT SECTION: Exhibit F § 4

LEAD DEPARTMENT: Department of Public Health

COMPLETION DATE: 2/12/2016

STAFF CONTACT NAME: Maxwell Gara

OBLIGATION STATUS: COMPLETE

STAFF CONTACT TITLE: Senior Health Program Planner

IN PROGRESS

EMAIL: maxwell.gara@sfdph.org

IN COMPLIANCE

PHONE: (415) 554-2621

NOT IN COMPLIANCE

DESCRIPTION OF OBLIGATION:

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

CURRENT STATUS:

In 2021, DPH convened meetings with San Francisco community hospitals to explore options to support opening SNF sub-acute beds in San Francisco. CPMC participated in these meetings and has continued to engage with DPH through 2022. CPMC has not yet committed to participation or financial support. These conversations are ongoing.

NEXT STEPS:

N/A

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

N/A

CPMC'S FULL FUNDING AMOUNT:

FUNDING RECEIVED FROM CPMC TO DATE:

CPMC'S FUNDING OBLIGATION REMAINING:

\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Mission Bernal and Van Ness Campuses)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Hospitals at the Mission Bernal and Van Ness Campuses		Exhibit F § 5.a	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
Mission Bernal Campus Hospital will be a 120-bed General Acute Care Hospital with comprehensive emergency services, and will open within 24 months of the opening of the Van Ness Hospital.			
CURRENT STATUS:			
CPMC opened its Mission Bernal campus on 8/25/18 and the Van Ness campus opened on 3/2/2019. The Mission Bernal Campus continued to operate as a 120-bed General Acute Care Hospital with comprehensive emergency services during 2021.			
NEXT STEPS:			
This obligation continues until 8/25/2028.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
N/A			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Mission Bernal and Van Ness Campuses)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Hospitals at the Mission Bernal and Van Ness Campuses		Exhibit F § 5.b	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
The "shelled" space at Van Ness Campus Hospital shall not be built-out for and placed into operation 30 licensed acute care beds until after the Mission Bernal Campus Hospital is opened and has an average Monday through Friday (excluding weekends and holidays) daily census of at least ninety (90) patients (i.e., 75% of 120 beds) for a full fiscal year.			
CURRENT STATUS:			
Not yet applicable - Subject to Mission Bernal Campus Hospital utilization.			
NEXT STEPS:			
This obligation continues until 8/25/2028.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
N/A			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Mission Bernal Campus)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mission Bernal Campus		Exhibit F § 6.a(i)	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>CPMC shall provide the following services on-site at the Mission Bernal Campus:</p> <p>Inpatient services, including cancer, cardiology, endocrinology, respiratory, neurology, gastroenterology, orthopedics, infectious disease, urology, general and vascular surgery, intensive care unit, labor & delivery, gynecology, special care nursery, telemedicine; Urgent care; and Outpatient services, including internal medicine, ambulatory surgery, cardiology, diagnostic imaging, gastroenterology, laboratory services, obstetrics, orthopedics, hepatology, neurology, oncology, orthopedics, respiratory therapy, child development, retail pharmacy, lab services.</p>			
CURRENT STATUS:			
<p>In 2020, inpatient labor and delivery services at the Mission Bernal (MB) Campus were temporarily relocated to the Van Ness Campus in order to use the space as a potential COVID-19 surge unit. CPMC did not provide the City with prior notice of these changes and was, therefore, found noncompliant with this provision in the 2019 and 2020 Annual Compliance Findings. CPMC indicated that the noncompliance was a result of the COVID-19 pandemic.</p> <p>As of October 2022, CPMC reports that labor and delivery services at the MB Campus remains closed under the CDPH COVID waiver (AFL-20-26), which remains in effect until the end of the Public Health Emergency (scheduled to end February 28, 2023). CPMC has not provided a specific timeline to restore labor and delivery services at the MB Campus. Note that patients continue to receive prenatal care at the Women’s Clinic at the MB Campus, and are informed that their labor and delivery will be performed at the Van Ness Campus.</p>			
NEXT STEPS:			
This obligation continues until 8/25/2028.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
N/A			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC's FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Mission Bernal Campus)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mission Bernal Campus		Exhibit F § 6.a(ii)	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>CPMC shall establish, operate, and maintain a Center of Excellence in Community Health at the Mission Bernal Campus. This Center of Excellence shall screen and manage individuals with or at risk for developing chronic diseases, building on CPMC's existing HealthFirst Program. This Center of Excellence shall annually offer approximately 800 patients access to a primary care medical home to support self-management of chronic illness. The Center will recruit and train health workers from the community to work in an interdisciplinary care team setting, providing culturally competent and linguistically appropriate services (as set forth in Exhibit F, Section 10). CPMC shall create a community advisory board to provide input into the operation of the Center.</p>			
CURRENT STATUS:			
<p>The Center of Excellence in Community Health is named HealthFirst at the Mission Bernal Campus. HealthFirst, a center for health education and disease prevention affiliated with St. Luke's Health Care Center, serves patients in chronic disease management by integrating community health workers (CHWs) into the multidisciplinary health care team. CHWs are culturally and linguistically competent as they are recruited from the same community as the patients that HealthFirst serves. CHWs provide health education, assist patients to improve their self-management skills, and encourage them to receive timely and comprehensive care.</p> <p>CPMC reported the following for the HealthFirst Program in 2021:</p> <ul style="list-style-type: none"> - Provided care to 652 unique patients and carried out 2,061 encounters, which was below the annual target of approximately 800 patients, as set forth in the Development Agreement. CPMC reported that the COVID-19 pandemic presented challenges in terms of hesitancy of patients coming in for services, even when offered virtually. With the stabilization of COVID, CPMC expects patients to come back to HealthFirst, and CPMC stated that HealthFirst will conduct additional outreach to community providers to increase referrals. - Staffing includes 2 CHWs bilingual in Spanish and English - Demographic breakdown by payor mix (41% Medi-Cal; 24% Private insurance; 24% Medicare; 11% Self-pay); chronic conditions (58% diabetes or cardiovascular disease and 37% asthma); languages (60% Spanish, 37% English, and 3% Other); and ethnicity (Hispanic - 75%) - Due to the COVID-19 pandemic, the community advisory board meeting was replaced by a series of phone interviews with key community members. The community advisory board meeting consisted of 4 patients and 4 providers. 			
NEXT STEPS:			
<p>This obligation continues until 8/25/2028. CPMC should consider broadening community advisory board membership to include other community stakeholders, such as community-based organizations; convening community advisory group meetings more than once annually; and reporting on advisory group goals, feedback, and results.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
CPMC's FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC's FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Mission Bernal Campus)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mission Bernal Campus		Exhibit F § 6.a(iii)	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>CPMC shall establish, operate, and maintain a Center of Excellence in Senior Health at the Mission Bernal Campus. This Center of Excellence would be based upon the Hospital Elder Life Program ("HELP") and annually provide care to approximately 600 seniors over age 70. This Center of Excellence shall provide services designed to enable seniors to live successfully in the community and reduce unnecessary hospitalizations. These services may include health, education, resource referrals, case management, dementia care, services to reduce isolation, and caregiver support.</p>			
CURRENT STATUS:			
<p>The Center of Excellence in Senior Health is made up of the Acute Care for the Elderly (ACE) Unit, the Hospital Elder Life Program (HELP) and a pilot partnership with San Francisco Village. The ACE Unit was established at Mission Bernal Campus with 34 beds, providing interdisciplinary care to older adult patients. The ACE Unit provides: physical and occupational therapy; group activity therapy, including music therapy, guided imagery and other activities that encourage socialization and mobility; rehabilitation with a focus on exercise, socialization and better sleep; HELP, which develops a personalized care plan to help each patient stay mobile, social and prevent functional decline. The ACE Unit saw 1,149 patients in 2021, exceeding the target of 600, as set forth in the Development Agreement.</p> <p>In 2018, a community benefit-funded pilot partnership was developed with the non-profit organization, SF Village, to provide eligible discharged patients with a care navigator to help patients manage their health, prepare for doctor's visits, and access needed community services, easing their transition from hospital to home. The goal of this program is to support patients in continuing to age in place by meeting the post-hospitalization needs, assisting with activities of daily living, and reducing isolation through community connection. This project has continued for a fourth year. In 2021, 27 were referred and 11 were enrolled; no enrolled participants were readmitted within 30 days.</p> <p>The ACE Unit Medical Director has been conducting ongoing outreach to community partners to ensure the Unit is known as a resource. Meetings have taken place with: OnLok, Brown and Toland, 30th Street Senior Center, Centro Latino and Community Living Campaign.</p>			
NEXT STEPS:			
This obligation continues until 8/25/2028.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Mission Bernal Campus)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mission Bernal Campus		Exhibit F § 6.b	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input type="checkbox"/> <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall submit a proposal for development at the Mission Bernal 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 Mission Bernal Campus Hospital.			
CURRENT STATUS:			
CPMC is within the 5 year window of time for the proposal of the Mission Bernal Campus Medical Office Building (MOB). CPMC reported that the site permit for the MOB is currently pending approval by the Department of Building Inspection.			
NEXT STEPS:			
This obligation continues until 10/08/2023.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: Healthcare (Staff Integration)

DEVELOPMENT AGREEMENT OBLIGATION: **DEVELOPMENT AGREEMENT SECTION:**

Staff Integration Exhibit F § 7

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:

CPMC shall continue its good faith efforts at the clinical integration of medical staffs at the St. Luke’s Campus, with the medical staff at its Pacific Campus, California Campus and Davies Campus (and, upon Completion of the Cathedral Hill Campus Hospital and the Cathedral Hill Campus), and on quality improvement initiatives for the purpose of improving patient quality of care at all of the CPMC Campuses.

CURRENT STATUS:

In 2016, the integration of medical staff across the CPMC campuses, including St. Luke's, was completed and approved by the hospital's Board. CPMC now has a single medical staff at all campuses. The quality improvement initiatives are also run across all campuses. Upon completion of the new Van Ness hospital campus, CPMC integrated Van Ness staff into a single medical staff across all the campuses.

NEXT STEPS:

This obligation continues until 10/8/2023.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

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

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Community Benefits Partnership)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
CPMC participation in Community Benefits Partnership		Exhibit F § 8	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall continue to actively participate in the "Community Benefits Partnership" (an outgrowth of the Building a Healthier San Francisco needs assessment process and the Charity Care Project) or its successor, of San Francisco private non-profit hospitals, SFDPH, Human Services, community clinics, health plans, non-profit providers and advocacy groups, to prepare a community benefit plan, as defined in Health and Safety Code Section 127355, for submittal to OSHPD.			
CURRENT STATUS:			
CPMC participates in the San Francisco Health Improvement Partnership, successor to the Community Benefits Partnership, and the needs assessment process.			
NEXT STEPS:			
This obligation continues until 10/8/2023.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Chinese Hospital)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Chinese Hospital Service Agreement		Exhibit F § 9	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>Through existing service agreements, CPMC currently provides pediatric, obstetric, and certain tertiary services to Chinese Hospital patients. CPMC shall continue to provide such services in a manner generally consistent with existing services agreements with Chinese Hospital and its affiliates as of the Effective Date. Notwithstanding the foregoing, CPMC may adjust programs, services and service lines to meet evolving community needs and quality standards, as may be reflected in future service agreements with Chinese Hospital and its affiliates.</p>			
CURRENT STATUS:			
<p>CPMC has maintained its agreement with the Chinese Community Health Plan (CCHP) for their Commercial HMO population and their Covered CA population. CPMC has also maintained its longstanding Transfer Agreement and contract for high risk OB/GYN care with Chinese Hospital. Overall, CPMC continues to provide services generally consistent with existing service contracts.</p> <p>The contract between CPMC and Chinese Hospital was renewed in early 2020.</p>			
NEXT STEPS:			
This annual obligation continues until 8/10/2023.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (CLAS)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Culturally and Linguistically Appropriate Services		Exhibit F § 10	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Maxwell Gara	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Senior Health Program Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	maxwell.gara@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2621		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>CPMC shall deliver at all Campuses culturally and linguistically appropriate services that are representative of San Francisco's diverse communities and are in accordance with the mandates, guidelines and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS), as issued by the U.S. Department of Health and Human Services' Office of Minority Health in March 2001 and subsequently updated.</p>			
CURRENT STATUS:			
<p>CPMC delivers services at all campuses in accordance with the mandates, guidelines, and recommendations of the National Standards on CLAS. In 2015 CPMC conducted a CLAS Assessment and provided the assessment to DPH. CPMC continued efforts to implement assessment recommendations and improve cultural and linguistic access to services across the four campuses.</p> <p>In past hearings, the Health Commission has requested that CPMC provide additional information to help the City have a deeper understanding of CPMC's compliance with CLAS standards. CPMC reported the following supplemental information:</p> <p>Patient Race/Ethnicity and Preferred Language - Race: 49.07% White/Caucasian; 26.4% Asian/Pacific Islander; 5.72% Black/African American; 0.32% American Indian/Alaska Native 10.76% Other; 7.22% Unknown; 0.87% Prefer Not to Answer - Ethnicity: 78.95% Non Hispanic; 11.9% Hispanic; 8.03% Unknown; 1.11% Prefer Not to Answer; .001% Null - Preferred Language: 86.61% English; 7.65% Chinese; 4.28% Spanish; 1.46% Other</p> <p>Staff Race/Ethnicity: 23% White/Caucasian; 35% Asian/Pacific Islander; 6% Black/African American; 0.3% American Indian/Alaska Native; 9% Hispanic/Latino; 13% Unknown; 11% Prefer Not to Answer; 3% Two or More Races</p> <p>Interpreter Requests and Wait Time - Proportion of patient services for which interpretation was requested - 17.3% (118,849 interpretation requests)</p> <p>Average wait time for interpretation requests (by type of request and percent of total) - Pre-scheduled In-person Interpretation: 10.8%; 0-5 minutes - Same-day In-person Interpretation: <1%; 0-30 minutes (varies) - Over the Phone Interpretation: 36.3.69%; <60 seconds - Video Remote Interpretation: 52.5%; <60 seconds</p>			
NEXT STEPS:			
This obligation continues until 8/10/2023.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health will work with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Health Service System	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
CPMC Rate Increase Limitations		Exhibit F § 11.c	
LEAD DEPARTMENT:	Health Service System	COMPLETION DATE:	
STAFF CONTACT NAME:	Ifitkhar Hussain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Chief Financial Officer		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	iftikhar.Hussain@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(628) 652-4614		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>For the period from January 1, 2014 to December 31, 2016, the negotiated fee for service increase for CPMC shall not exceed 5% annually as compared to the prior calendar year fee for service rates.</p> <p>In the following seven (7) years CPMC shall limit annualized increases to no more than the Medical Rate of Inflation plus 1.5% (the "Annual Rate Increase").</p>			
CURRENT STATUS:			
<p>In January 2019, Milliman, the independent consulting actuarial firm selected by both Sutter and HSS, confirmed Sutter was in compliance for the period of CY2015 to CY2016 and from CY2016 to CY2017.</p> <p>In February 2021, Milliman completed their review of the CY2017 to CY2018 rate increase at Sutter Bay hospitals dba California Pacific Medical Center (CPMC). Milliman determined CPMC was in compliance with the annual rate increase commitment to be less than or equal to 3.5% (1.5% plus the Medical Rate of inflation) from CY2017 to CY2018.</p> <p>In January 2022, Milliman completed their review of the CY2018 to CY2019 rate increase. There are two applicable insurers under this obligation of the DA: Blue Shield of California (BSC) and United Healthcare (UHC). Milliman determined that Sutter was in compliance for BSC but not UHC. The rate increase exceedance triggers liquidated damages of \$34,343.</p> <p>In September 2022, Sutter and HSS executed the statement of work with Milliman to review the rates increases for CY2020 and CY2021. This work is in process.</p>			
NEXT STEPS:			
Milliman will continue to review annual rate increases.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
Not applicable.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$34,343.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Not applicable.			
ADDITIONAL FUNDS REQUIRED:			
None.			

HOUSING PROGRAM

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Housing	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Replacement Housing Obligation		Exhibit G § 1.c	
LEAD DEPARTMENT:	Mayor's Office of Housing and Community Development	COMPLETION DATE:	9/6/13
STAFF CONTACT NAME:	Rally Catapang	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Finance Manager		IN PROGRESS <input type="checkbox"/>
EMAIL:	rally.catapang@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 701-5562		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
MOHCD shall deposit the Residential Hotel Unit Replacement Fee payment into the Affordable Housing Fund and use the funds for affordable housing....MOHCD shall confirm to DBI receipt of the Residential Hotel Unit Replacement Fee.			
CURRENT STATUS:			
CPMC has paid this obligation totaling \$4,138,620 in full as of September 2013.			
MOHCD awarded the funds to the developer of the affordable apartments located at 1036 Mission. 1036 Mission includes 83 units, 40 of which are set aside for formerly homeless families. The loan for 1036 Mission closed in September 2016, and the building was completed in early 2019.			
NEXT STEPS:			
N/A			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
N/A			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$4,138,620.00		\$4,138,620.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Housing	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Affordable Housing Obligation		Exhibit G § 2	
LEAD DEPARTMENT:	Mayor's Office of Housing and Community Development	COMPLETION DATE:	11/8/17
STAFF CONTACT NAME:	Rally Catapang	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Finance Manager		IN PROGRESS <input type="checkbox"/>
EMAIL:	rally.catapang@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 701-5562		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
MOHCD shall deposit the payment into the Affordable Housing Fund and use the funds for affordable housing. CPMC shall provide evidence of payment to DBI upon request, and MOHCD shall confirm to DBI receipt of the Residential Unit Replacement Fee.			
CURRENT STATUS:			
<p>CPMC provided all payments due to the Affordable Housing Fund. The first payment was received 9/4/2013, totaling \$2,400,000. The second payment was received on 12/7/2013, totaling \$6,700,000. The third payment was received on 11/24/14, totaling \$7,000,000. The fourth payment was received on 12/8/15, totaling \$8,825,000. The fifth payment was received on 11/30/16, totaling \$8,100,000. The sixth and final payment was received on 11/8/17, totaling \$3,475,000. Combined, MOHCD has received \$36,500,000.</p> <p>In FY18-19, MOHCD disbursed \$1.3M to the project at 401 Rose Street, Hayes Valley South. To date through June 30, 2019, MOHCD has disbursed a total of \$32.6M of CPMC funds toward rehabilitation of public housing in conjunction with HUD's Rental Assistance Demonstration (RAD) program and multifamily new construction at 2060 Folsom and 1950 Mission. Another \$3.4M is encumbered to 401 Rose Street (public housing/RAD) and 1095 Connecticut (HOPE SF), with an unencumbered balance of \$500k.</p>			
NEXT STEPS:			
CPMC provided the final annual payment to the Affordable Housing Fund in late 2017, and the Housing obligation has been fulfilled.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
N/A			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$36,500,000.00		\$36,500,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			

PUBLIC IMPROVEMENTS

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Public Improvements	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Tenderloin Public Improvements - Pedestrian Safety & Lighting		Exhibit H § 2.a	
LEAD DEPARTMENT:	OEWD - Econ	COMPLETION DATE:	
STAFF CONTACT NAME:	Amy Cohen	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Director, Neighborhood Business Dev.		IN PROGRESS <input type="checkbox"/>
EMAIL:	amy.b.cohen@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-6649		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>CPMC shall make the following payments (the "CCHAP Improvement Funds") to City for the purposes identified below: \$4,250,000 to OEWD, DPW or PUC, including at least \$3,450,000 for sidewalk widening and pedestrian improvements and up to \$800,000 for economic development activities in the Tenderloin, as determined by the Director of OEWD following consultation with the PUC General Manager and the Director of DPW.</p>			
CURRENT STATUS:			
<p>Project was completed in late 2018, with a press event/dedication January 2, 2019. 97 new lights were installed on the following streets:</p> <ul style="list-style-type: none"> • Larkin between McAllister and O'Farrell • Hyde between McAllister and O'Farrell • Leavenworth between McAllister and O'Farrell • Jones between McAllister and O'Farrell • Eddy Street between Larkin and Mason <p>In addition to installing these new street lights, the SFPUC also upgraded existing lights on the current "cobra head" style poles to LED throughout the Tenderloin, which also enhances street lighting.</p>			
NEXT STEPS:			
None - requirement is complete.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$4,250,000.00		\$4,250,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Public Improvements	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Safe Passage Grant		Exhibit H § 2.a	
LEAD DEPARTMENT:	OEWD - Econ	COMPLETION DATE:	12/7/13
STAFF CONTACT NAME:	Amy Cohen		COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Director, Neighborhood Business Dev.		IN PROGRESS <input type="checkbox"/>
EMAIL:	amy.b.cohen@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-6649		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall pay the total sum of Two Hundred Thousand Dollars (\$200,000) to OEWD (the "Safe Passage Grant") as described in Schedule A (Section I), in accordance with Exhibit N (Payment Schedule).			
CURRENT STATUS:			
The capital project has been tabled to allow the organization to focus on building organizational capacity with the \$200,000 in seed funding. OEWD engaged the Saint Francis Foundation's Tenderloin Health Improvement Project in becoming a key funder of the effort, in addition to CPMC. They more than matched the contribution and helped Safe Passage make the determination to transition their organizational infrastructure to the Tenderloin Community Benefit District (CBD).			
NEXT STEPS:			
Safe Passage transitioned, as planned, to be housed under the Tenderloin CBD. OEWD made General Funds available to the CBD in FY16-17 (\$100,000) and FY17-18 (\$100,000) in order to help continue to build both Safe Passage's and the CBD's capacity.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
Many opportunities, ongoing, given that the program is a collaboration of Community-based Organizations in the Tenderloin and relies on volunteer recruitment to ensure safety of the path.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$200,000.00		\$200,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			

TRANSPORTATION

CPMC CITY AGENCY COMPLIANCE REPORT**SUBJECT:** TDM: Bicycle Parking**DEVELOPMENT AGREEMENT OBLIGATION:** Bicycle Parking **DEVELOPMENT AGREEMENT SECTION:** Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:

The number and location of bicycle racks shall be monitored annually and increased as necessary to provide a sufficient number of parking spaces for cyclists. Both secure long-term parking as well as short-term parking shall be provided. CPMC shall install bicycle lockers in both new and existing parking garages.

CURRENT STATUS:

CPMC has installed secured badge access only bicycle cages at Van Ness Hospital, Pacific Campus, Davies Campus, and Mission Bernal Campus. Changing rooms, lockers, and showers provided at Van Ness Hospital and Mission Bernal Campus. CPMC security and parking attendants continue to monitor all bicycle parking stalls/racks and report and/or investigate any suspicious activity. Bicycle parking supply and demand continues to be monitored. With construction of Mission Bernal Campus 216 bicycle parking spots have been produced.

NEXT STEPS:

Continue to monitor number and location of bicycle parking and determine whether there are a sufficient number of parking spaces for bicycles; increase bicycle parking as necessary. Provide documentation of this monitoring and determination to the SFMTA.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

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

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		TDM: Outreach, Marketing, and Information	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Design TDM Operations and Maintenance Budget		Exhibit K § 5; TDMP Page 7-9	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall establish a fully funded budget for the TDM program and report the results on an annual basis.			
CURRENT STATUS:			
TDM budget of \$10 million established for 2019-20, covering parking, shuttle, transit subsidy, and TDM coordinator/operations.			
NEXT STEPS:			
Continue to fulfill obligation by maintaining TDM budget and regularly reporting results, as described above.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC could report TDM budget and results to community.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		TDM: Carsharing	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Carsharing		Exhibit K § 5; TDMP Page 7-9	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall allot additional parking spaces to carsharing services in both new and existing buildings based on demand.			
CURRENT STATUS:			
Zipcar eliminated on-site parking leases in December 2018.			
NEXT STEPS:			
SFMTA and CPMC to discuss potential opportunities for on-site carsharing services.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC could invite members of the community to attend and participate in the Fair.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		TDM: Carpool and Vanpool Parking	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Carpool and Vanpool Parking		Exhibit K § 5; TDMP Page 7-9	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
The number and location of reserved carpool and vanpool parking shall be monitored annually and increased as necessary to ensure there are a sufficient number of parking spaces for carpools and vanpools based on demand.			
CURRENT STATUS:			
Currently there are 50 employees registered in carpool in total: 4 at Pacific Campus, 2 at Mission Bernal Campus, 3 at Davies Campus, and 41 at Cathedral Hill Campus (Van Ness). Registered carpools get free monthly parking in the garage at their worksite. Vanpool spaces are available upon request.			
NEXT STEPS:			
CPMC to continue to monitor number and location of reserved carpool and vanpool parking spaces and determine whether there is a sufficient number of parking spaces for carpools and vanpools; increase carpool and vanpool parking as necessary. CPMC will encourage carpooling opportunities at the Mission Bernal and Van Ness campuses where parking will be limited (especially through transportation fairs). CPMC should provide documentation of this monitoring and determination to the SFMTA.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

subsi			
SUBJECT:		Transportation Demand Management Program	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Clipper Card Transit Subsidy		Exhibit K § 5; TDMP Page 7-9	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
TDM Component in the Mid-Term (2-5 years) Transit Subsidy. CPMC shall expand the transit subsidy program to include all campuses and increase the value of the monthly subsidy to be up to the equivalent of the cost of a MUNI Fast Pass, with the employee covering up to 50% of the subsidy.			
CURRENT STATUS:			
The Transportation Demand Management Plan specifies dates by which pieces of the plan should be in place. As described on page 9 of the TDM Plan, the transit subsidy commitment is a mid-term component to be implemented somewhere between August 10, 2015 and August 10, 2018. As of January 2017, CPMC has instituted a transit subsidy equivalent to 50% of a Muni monthly pass for any Sutter Health employees participating in Sutter Health's WageWorks commute program. Approximately 18% of employees are enrolled as of 2021. Some employees use public transit, but are ineligible for the subsidy (e.g., due to part-time status).			
NEXT STEPS:			
CPMC will continue marketing efforts to increase adoption of the transit subsidy, particularly through transportation fairs, and will explore new marketing methods in partnership with SFMTA. SFMTA's TDM specialist will meet CPMC to discuss.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Outreach, Marketing, and Information

DEVELOPMENT AGREEMENT OBLIGATION: TDM Communication Boards - Campus Cafeterias
DEVELOPMENT AGREEMENT SECTION: Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:

Information on TDM programs, transit schedules and maps, bicycle routes, as well as upcoming events shall be posted on boards and periodically updated in each cafeteria.

CURRENT STATUS:

TDM information bulletin boards have been installed inside each CPMC Campus to market elements of the TDM program.

NEXT STEPS:

The SFMTA will continue to monitor implementation progress, meeting CPMC roughly quarterly to discuss details.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC could invite community participation and employee coordination regarding carpooling, rides home, bike trains, and other TDM-related items on the bulletin boards

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

CPMC'S FUNDING OBLIGATION REMAINING: \$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		TDM: Coordinator	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
TDM Coordinator		Exhibit K § 5; TDMP Page 7-9	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>CPMC shall retain a full-time experienced TDM coordinator to coordinate, monitor and publicize TDM activities for the campus including the following: Develop an information package of transportation services and benefits offered by CPMC, and participate in employee orientation training; Promote attendance at the Transportation Fair by providing incentives for employees to attend the Fair, such as free transit fast passes; Maintain and update the TDM communication boards; Monitor and update, as appropriate, the TDM Plan; Track participation rates in TDM programs (monthly & annually); Conduct employee travel surveys on an annual basis; Coordinate parking management and the shuttle program; Create a central database of shuttle utilization data; Oversee the rebranded transportation newsletter.</p>			
CURRENT STATUS:			
<p>New TDM Coordinator hired in 2016, currently employed full-time. TDM consultant maintained under contract. Parking attendant dedicated at the Pacific Campus to manage traffic control and direct patient drop off/pick up, including Lyft and Uber.</p>			
NEXT STEPS:			
<p>TDM Coordinator managing and implementing TDM Program.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.</p>			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Courtesy Ride Home Program

DEVELOPMENT AGREEMENT OBLIGATION: Courtesy Ride Home Program
DEVELOPMENT AGREEMENT SECTION: Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:

CPMC shall increase the boundaries of the program to cover major transit stops within a reasonable distance of each campus and also promote and market the Courtesy Ride Home program.

CURRENT STATUS:

CPMC continues to maintain the San Francisco Emergency Ride Home Program (ERH) benefit, and CPMC Security continues to provide employees with ride home services in the evening. CPMC is no longer in negotiations with Scoop rideshare service as a potential program provider. CPMC is currently exploring other potential rideshare service providers for a program that includes carpooling and courtesy rides home during extended business hours.

NEXT STEPS:

CPMC should complete negotiations with an appropriate provider. The SFMTA will monitor the program effectiveness and possible changes, meeting with CPMC occasionally to discuss details.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC may solicit input from employees/community regarding where they would like the program to go.

CPMC'S FULL FUNDING AMOUNT: \$0.00

FUNDING RECEIVED FROM CPMC TO DATE: \$0.00

CPMC'S FUNDING OBLIGATION REMAINING: \$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT**SUBJECT:** TDM: Outreach, Marketing, and Information**DEVELOPMENT AGREEMENT OBLIGATION:** Increase Marketing of Emergency Ride Home Program
DEVELOPMENT AGREEMENT SECTION: Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	3/31/2018
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
Increase marketing of the City of San Francisco's Emergency Ride Home program.**CURRENT STATUS:**
CPMC continues to participate in the San Francisco Emergency Ride Home Program (ERH) program, promoting weekly via posters and communications; ERH posters are posted in all CPMC shuttle vehicles and on selected campus bulletin boards at each campus.**NEXT STEPS:**
To continue participation.**OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.**CPMC'S FULL FUNDING AMOUNT:** \$0.00
FUNDING RECEIVED FROM CPMC TO DATE: \$0.00**CPMC'S FUNDING OBLIGATION REMAINING:**
\$0.00**FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:**
NA**ADDITIONAL FUNDS REQUIRED:**
NA

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Outreach, Marketing, and Information

DEVELOPMENT AGREEMENT OBLIGATION: Enhance TDM Site on Intranet
DEVELOPMENT AGREEMENT SECTION: Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:

CPMC shall update its employee intranet to emphasize TDM programs as well as provide enrollment forms for commuter checks, shuttle schedules and maps, links to WageWorks, Clipper, BART, MUNI, 511.org, and parking and carsharing information.

CURRENT STATUS:

CPMC currently providing TDM program and transportation information via employee intranet biweekly communications incl. transit subsidy. CPMC has collaborated with Human Resources and Communications Departments to further enhance educational TDM outreach via intranet. CPMC continues to update the site with new information about various elements of the TDM program.

NEXT STEPS:

CPMC will update intranet site as necessary. The SFMTA will monitor progress on this measure, meeting occasionally with CPMC.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC could invite employee coordination regarding carpooling, rides home, bike trains, and other TDM-related items on the intranet site

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Outreach, Marketing, and Information

DEVELOPMENT AGREEMENT OBLIGATION: Design an Outreach Program
DEVELOPMENT AGREEMENT SECTION: Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
An outreach program shall be designed emphasizing the time savings, reduction in greenhouse gas emissions, health benefits, and other positive outcomes of adopting alternative transportation modes.

CURRENT STATUS:
CPMC worked with Sutter Health to design the TDM outreach program including branding and identity. All TDM-related information is being provided via employee intranet. CPMC will continue to conduct transportation fairs and events.

NEXT STEPS:
CPMC to increase frequency of transportation fairs. SFMTA and CPMC will meet occasionally to discuss details.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC could engage the community when designing the outreach program, conduct outreach to the community when program design completed.

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		TDM: Outreach, Marketing, and Information	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Reinstate Transportation Services Newsletter		Exhibit K § 5; TDMP Page 7-9	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
Reintroduce the Parking Services Newsletter and rebrand it as a transportation newsletter that markets the various TDM programs available.			
CURRENT STATUS:			
Transportation information is provided via employee intranet and biweekly email announcements. This has replaced a paper newsletter.			
NEXT STEPS:			
The SFMTA will monitor progress on this measure, meeting CPMC occasionally to discuss details.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
NA			
ADDITIONAL FUNDS REQUIRED:			
NA			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		TDM: Parking Pricing	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Parking Pricing		Exhibit K § 5; TDMP Page 7-9	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall evaluate and then increase employee parking prices as needed to achieve the trip and parking reduction goals.			
CURRENT STATUS:			
CPMC continues to maintain an inventory of all employee onsite/offsite parking, and evaluate for potential rate increases. CPMC did not increase parking rates in 2021.			
NEXT STEPS:			
SFMTA and CPMC will meet occasionally to discuss details.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Outreach, Marketing, and Information

DEVELOPMENT AGREEMENT OBLIGATION: Enhance TDM Information on Public Website
DEVELOPMENT AGREEMENT SECTION: Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
CPMC shall review its existing public website and modify it to better publicize alternative transportation options to visitors and patients. The visitor and patient portion of the website shall be updated to provide information on biking to the campus as well as taking BART and Muni.

CURRENT STATUS:
CPMC has updated the public website to include additional information on alternative transportation options. Other updates are still in development.

NEXT STEPS:
Fulfill obligation by updating public website as described above. CPMC is developing "How to get to CPMC" page, which will include alternative transportation information regarding BART shuttles, bicycle parking and maps, MUNI, BART, ferries, 511.org, SF Paratransit, and private services. The SFMTA will monitor progress on this measure, meeting with CPMC occasionally.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC could publicize transportation information on public engagement, invite comment (via online or in-person surveys) regarding most helpful information and means of display on public website.

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		TDM: Real Time Transit Information	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Real Time Transit Information		Exhibit K § 5; TDMP Page 7-9	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall install real-time transit information signs in the lobbies of its existing facilities and shall provide links to real time transit information on the intranet as well as the public website.			
CURRENT STATUS:			
CPMC Intranet site contains 511 transit information. GPS installed on some shuttles especially those used for BART service, so employees can look on phone app and see real time location and seat availability. Electronic touch screen directories were installed in 2018 at Van Ness and Mission Bernal that display real time transit information for CPMC shuttles, BART, and MUNI.			
NEXT STEPS:			
SFMTA and CPMC will meet occasionally to discuss details. SFMTA to continue to monitor installation of real-time transit information signs.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Rideshare Program

DEVELOPMENT AGREEMENT OBLIGATION: Rideshare Program **DEVELOPMENT AGREEMENT SECTION:** Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
CPMC shall create an internal rideshare program (e.g. RideSpring or a 511.org interface). CPMC shall also explore the feasibility of coordinating a rideshare program with other large institutions in order to increase the pool of carpoolers and vanpoolers.

CURRENT STATUS:
CPMC continues to maintain carshare vehicles and provide carshare parking stalls. CPMC to explore potential new opportunities with rideshare service providers to develop a carpooling and courtesy ride home program.

NEXT STEPS:
CPMC should complete negotiations with an appropriate rideshare service. Carpooling will be promoted at transportation fairs and outreach materials. New campuses with limited parking should provide opportunities to increase carpooling. The SFMTA and CPMC will meet occasionally to discuss details.

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

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Shower Facilities

DEVELOPMENT AGREEMENT OBLIGATION: Shower Facilities
DEVELOPMENT AGREEMENT SECTION: Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
Shower and changing facilities shall be included in all new buildings and facilities for employees who bike or walk to work.

CURRENT STATUS:
Shower and changing facilities with lockers for employees who bike or walk to work were constructed at the Van Ness Campus and Mission Bernal Campus.

NEXT STEPS:
Shower and changing facilities for employees who bike or walk to work should be included in the design of future buildings and facilities.

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

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Outreach, Marketing, and Information

DEVELOPMENT AGREEMENT OBLIGATION: Reinstatement and Expand Annual Transportation Fair
DEVELOPMENT AGREEMENT SECTION: Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:

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

CURRENT STATUS:

A total of 4 transportation fairs were held at the four campuses in 2019: PAC December 18th, Mission Bernal Nov 22nd, Davies Nov 20th, Van Ness Nov 19th. Due to COVID guideline restrictions CPMC did not conduct transit fairs in 2021. Transit fairs will resume once COVID restrictions are lifted, expected in 2022.

NEXT STEPS:

SFMTA will monitor progress on this measure, meeting with CPMC occasionally.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

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

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Transportation Surveys

DEVELOPMENT AGREEMENT OBLIGATION: Transportation Surveys
DEVELOPMENT AGREEMENT SECTION: Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
CPMC shall conduct an employee transportation survey at all campuses, which will be used to establish a more current baseline commute mode split. CPMC shall achieve a minimum of 30% response rate at each campus. Furthermore, a patient/visitor transportation survey shall be collected from at least 200 patients and visitors at each campus to establish a baseline visitor mode split. The commuter survey shall be conducted annually, and the visitor survey shall be conducted every three years. The survey will be used to establish whether Cathedral Hill campus is meeting mode share goals after occupancy, with \$75,000 payment if not met.

CURRENT STATUS:
CPMC conducted annual employee/physician commute survey and have tabulated/summarized results. A total of 4,073 employees completed survey resulting in a 81% return rate.

NEXT STEPS:
CPMC will continue to developer surveys each year as part of the implementation of the enhanced Transportation Demand Management (TDM) Plan.

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

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: TDM: Vanpool Program

DEVELOPMENT AGREEMENT OBLIGATION: Vanpool Program **DEVELOPMENT AGREEMENT SECTION:** Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:

CPMC shall reinstate their vanpool program which included a \$2,500 subsidy per year. CPMC shall aggressively market the vanpool program to employees via the monthly newsletter, website, and other appropriate channels.

CURRENT STATUS:

CPMC provides vanpool services upon request by employees. Information has been made available at transit fairs held in 2019. Vanpooling was 0.5% in 2019; due to the pandemic-related public health emergency, vanpool services and use were severely restricted in 2021.

NEXT STEPS:

Continue to market and provide personalized vanpooling assistance to all employees interested in sharing the ride. SFMTA will monitor implementation of this measure, and SFMTA and CPMC will meet roughly quarterly to discuss details.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

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

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

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:

CPMC CITY AGENCY COMPLIANCE REPORT**SUBJECT:** TDM: Wayfinding & Signage**DEVELOPMENT AGREEMENT OBLIGATION:** Wayfinding and Signage **DEVELOPMENT AGREEMENT SECTION:** Exhibit K § 5; TDMP Page 7-9

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
CPMC shall provide on-site signage for patients and visitors identifying the locations of bicycle parking, vehicular parking, and shuttle stops as well as full shuttle schedules with maps in the lobby of each hospital.**CURRENT STATUS:**
Signage installed for vehicle parking, shuttle stops, and bicycle parking at all campuses. Shuttle maps and schedules posted in lobbies, and wayfinding signage has been updated with opening of Van Ness facilities in 2019. Wayfinding signage has been further updated as part of the Mission Campus development process.**NEXT STEPS:**
Signage and wayfinding information will be integrated into a smart phone app.**OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:**
The TDM Plan was briefly presented to the SFMTA Citizens Advisory Council on August 7, 2014 as part of a larger outreach effort covering all the transportation commitments in the Development Agreement. CPMC could solicit community input on sign designs and present options and final designs to SFMTA Citizens Advisory Council.**CPMC'S FULL FUNDING AMOUNT:** \$0.00 **FUNDING RECEIVED FROM CPMC TO DATE:** \$0.00**CPMC'S FUNDING OBLIGATION REMAINING:** \$0.00**FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:****ADDITIONAL FUNDS REQUIRED:**

CPMC CITY AGENCY COMPLIANCE REPORT

SUBJECT: Transportation

DEVELOPMENT AGREEMENT OBLIGATION: Cathedral Hill Transit and Safety Improvements
DEVELOPMENT AGREEMENT SECTION: Exhibit H § 2.b

LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	8/30/2019
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	415-646-2989		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:
\$1,550,000 to SFMTA for transit and safety improvements as part of the CCHAP Improvements (shown in Schedule A Section 1 of DA) focused on the neighborhoods around the Cathedral Hill Campus.

CURRENT STATUS:
Full funding has been received. Funding was agreed to be spent on transit signal priority (TSP) and related upgrades that improve transit travel times and reliability for MUNI lines serving the Van Ness Campus. TSP has been completed on 1-California, 2-Clement, and the 3-Jackson (vehicles and traffic signal equipment).

Streetscape and signal work on Polk Street has been completed. TSP on Polk Street and the 27-Bryant TSP have been completed.

NEXT STEPS:
None.

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:
SFMTA invited suggestions from key Supervisors' offices. The proposal was also presented to the SFMTA Citizens Advisory Council on August 7, 2014. Outreach has also been conducted for individual Muni improvement projects.

CPMC'S FULL FUNDING AMOUNT: \$1,550,000.00
FUNDING RECEIVED FROM CPMC TO DATE: \$1,550,000.00

CPMC'S FUNDING OBLIGATION REMAINING:
\$0.00

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

ADDITIONAL FUNDS REQUIRED:
NA

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Transportation	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
California Campus Enforcement and Traffic Safety Measures		Exhibit H § 2.c	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	9/30/2020
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall make the following payments (the "CCHAP Improvement Funds") to City for the purposes identified below....\$3,000,000 to DPW or MTA, as applicable, for Public Improvement Costs for enforcement and traffic safety measures as part of the CCHAP Improvements (shown in Schedule A Section I), around the CPMC Pacific Campus and California Campus.			
CURRENT STATUS:			
Full funding has been received. The funds are being used as follows for enforcement, and pedestrian and traffic safety:			
<ol style="list-style-type: none"> 1. Approximately \$1,000,000 for a 2-year Enhanced Parking Enforcement Pilot focused on loading zones and crosswalks within one block of Pacific campus. Completed in April 2017. 2. \$80,000 for rectangular rapid flash beacons at California/Commonwealth intersection. Construction completed February 2017 . 3. About \$1,920,000 for pedestrian safety improvements around the Pacific Campus at Webster/Clay and Buchanan/Clay intersections (high-injury network). Improvements include bulb-outs, signage, lighting, special paving, continental crosswalk and stop line striping, painted safety zones, and daylighting. Crosswalks, stop lines, and daylighting completed in March 2016; painted safety zones and loading changes installed Summer 2017; detailed design of the mid-term improvements finalized in Winter 2018; remaining improvements including permanent bulbouts have been constructed. 			
NEXT STEPS:			
SFPW to close-out construction.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
SFMTA invited suggestions from key Supervisors' offices. The proposal was presented to the SFMTA Citizens Advisory Council on August 7, 2014. SFMTA and CPMC jointly held a community meeting in Fall 2016 to present preliminary Pacific Campus pedestrian safety improvements; feedback received from neighbors, hospital, and Supervisor's office and project modified accordingly. Subsequently, Pedestrian Safety Improvements were presented at formal Engineer's Public Hearing in Spring 2017 and approved in May 2017 by SFMTA Board of Directors. Outreach will have to be performed to identify improvements with remaining funding not yet allocated.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$3,000,000.00		\$3,000,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Fully funded.			
ADDITIONAL FUNDS REQUIRED:			
NA			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Public Improvements	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
St. Luke's Campus Public Improvements Final Design Submission		Exhibit H § 6.a	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	7/31/2024
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall prepare final design, specifications and construction plans for the STLD Improvements for submittal to City, and City shall have sole authority to review and approve improvement plans for the STLD Improvements consistent with the descriptions in Schedule A.			
CURRENT STATUS:			
SFMTA has completed the design of 27th/Guerrero traffic signal improvements, legislated in March 2019. CPMC has agreed to fund design/construction costs in substitution of several improvements that could not be completed due to an SFPUC conflict. CPMC has completed a draft design of permanent improvements to Guerrero Plaza and applied for a Major Encroachment Permit. SFMTA, SFPW, SF Planning, and OEWD are currently working to finalize the design, including for adjacent traffic calming/safety improvements that CPMC is not obligated to fund. Valencia/Duncan Pocket Park has been completed by San Francisco Public Utilities Commission as part of Mission Valencia Green Gateway Project.			
NEXT STEPS:			
City agencies and CPMC to finalize the detailed design and maintenance responsibilities of Guerrero Plaza. SFMTA to initiate construction of the 27th/Guerrero signal in coordination with construction of permanent improvements to Guerrero Plaza. City agencies and CPMC to finalize design and permitting of streetscape improvements on Valencia Street fronting the new medical facility.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The design concepts were reviewed during the public and Board of Supervisors review of the CPMC development project. Outreach for Guerrero Plaza has been led by the SF Planning Department, and additional outreach will be performed to finalize design.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$200,000.00		\$70,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$130,000.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Associated conduits were constructed previously using Prop K funding that SFMTA secured.			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Public Improvements	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Davies Campus Public Improvements Final Design Submission		Exhibit H § 6.a	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	7/31/2024
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall prepare final design, specifications and construction plans for the STLD Improvements for submittal to City, and City shall have sole authority to review and approve improvement plans for the STLD Improvements consistent with the descriptions in Schedule A (Noe Street sidewalk widening and streetscape improvements along Noe, Duboce, 14th Street).			
CURRENT STATUS:			
Design and construction of these improvements is on hold indefinitely as they are required only prior to issuance of a temporary certificate of occupancy for the Neurosciences Building at the Davies campus.			
NEXT STEPS:			
CPMC will determine whether to pursue construction of the new Neurosciences Building, and if so, will undertake the public improvements final design.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
Community engagement opportunities will be determined as needed in conjunction with the San Francisco Planning Department.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Funding estimates to be finalized.			
ADDITIONAL FUNDS REQUIRED:			
Funding estimates to be finalized.			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Transportation	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
BRT Contribution		§ 4.2.4(e); Exhibit K § 1; Exhibit N	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	12/1/2021
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
SFMTA shall use the BRT contributions for hard and soft costs of planning, administration and construction associated with the BRT improvements to be constructed or installed in the Geary/Van Ness public rights of way adjacent to the Cathedral Hill Campus.			
CURRENT STATUS:			
Funding has been received in full by SFMTA. Portion of funds utilized for design of Van Ness BRT; remaining funds to be utilized for future construction.			
NEXT STEPS:			
Remaining funds were used for construction of the Van Ness BRT project. The project has been completed and is currently in operation.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Van Ness BRT project has extensive community involvement opportunities, including its own Citizens Advisory Committee.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$5,000,000.00		\$5,000,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
There is a full funding plan, and SFMTA grants staff have commitments for all needed funding.			
ADDITIONAL FUNDS REQUIRED:			
There is a full funding plan, and SFMTA grants staff have commitments for all needed funding.			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Transportation (Bicycle Studies)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Bicycle Studies		§ 4.2.4(e); Exhibit K.4	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	6/30/2019
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>CPMC shall pay to SFMTA the total sum of \$400,000. SFMTA shall use the Bicycle Studies Contribution, in its discretion to:</p> <ul style="list-style-type: none"> a. Develop preferred bicycle routes between CPMC's campuses and recommend improvements; b. Develop design alternatives for improved bicycle facilities on Polk Street; c. Develop traffic calming and bicycle facility improvement proposals along the 'Wiggle'; and d. Design traffic calming measures along 26th Street between Valencia Street and Potrero Avenue. 			
CURRENT STATUS:			
<p>Funding has been received in full by SFMTA. Funds have been used to complete five projects to improve bicycle safety and access near (1) Davies for Wiggle Improvements; (2) California Campus for Euclid Avenue Bike Lanes; (3) California campus for Presidio to Arguello sharrows, (4) Mission Bernal for Mission/Valencia Raised Cycletrack, (5) Van Ness for Turk Street Bicycle Improvements. Funds were also used to develop a report on CPMC bicycle routes and recommendations. Construction is complete for Polk Street Safety Improvements.</p>			
NEXT STEPS:			
All projects have been completed.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
SFMTA invited suggestions from key Supervisors' offices and presented to the SFMTA Citizens Advisory Council prior to project development.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$400,000.00		\$400,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Fully funded.			
ADDITIONAL FUNDS REQUIRED:			
NA			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Transportation (TDM)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
TDM Implementation		§ 4.2.4(e); Exhibit K	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
CPMC shall implement the Transportation Demand Management Plans dated March 24, 2011, as amended dated April 1, 2013 (each a "TDMP") for each of the St. Luke's, Cathedral Hill, Pacific and Davies Campuses, respectively.			
CURRENT STATUS:			
THIS OBLIGATION IS COVERED BY A SEPARATE WORKBOOK, WITH NUMEROUS SPREADSHEETS FOR SPECIFIC TDM MEASURES			
NEXT STEPS:			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Transportation (MMRP)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Transit/Traffic related MMRP Measures		DA § 4.5.2; Exhibit D	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>CPMC shall comply with all Mitigation Measures imposed as applicable to each Project component, except for any Mitigation Measures that are expressly identified as the responsibility of a different party or entity. Without limiting the foregoing, CPMC shall be responsible for the completion of all Mitigation Measures identified as the responsibility of CPMC or the "project sponsor."</p>			
CURRENT STATUS:			
THIS IS COVERED BY A SEPARATE WORKBOOK WITH NUMEROUS SPREADSHEETS FOR THE SPECIFIC MITIGATION MEASURES			
NEXT STEPS:			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		MMRP: Transportation and Circulation	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mitigation Measure 49 Van Ness/Mission		Exhibit D - MM-TR-29 (Cathedral Hill)	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/20
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION (Mitigation Measure):			
CPMC shall financially compensate the SFMTA for the cost of providing the additional service needed to potentially mitigate the transit delay impacts on the 49-Van Ness Mission resulting from the Cathedral Hill Campus project. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule for payment and commitment to application of service needs has been set forth in the Development Agreement between CPMC and SFMTA.			
CURRENT STATUS:			
SFMTA has received the entire \$6.5 million Transit Fee (Development Agreement, Exhibit K, item 3). Entire sum of Transit Fee will be dedicated to the Van Ness Bus Rapid Transit (Muni Routes 47 and 49), which is under construction and expected to begin revenue service by 2020.			
NEXT STEPS:			
Complete construction of Van Ness BRT project. Expected to be in operation by late 2020.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The SFMTA will report through annual compliance report and its Citizens Advisory Council how funds are being applied, starting in 2016.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$6,500,000.00		\$6,500,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Fully funded			
ADDITIONAL FUNDS REQUIRED:			
None			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		MMRP: Transportation and Circulation	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mitigation Measure - 38/38L Geary		Exhibit D MM-TR-30 (Cathedral Hill)	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/20
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION (Mitigation Measure):			
CPMC shall financially compensate the SFMTA for the cost of providing the additional service needed to potentially mitigate the transit delay impacts on the 38/38L-Geary resulting from the Cathedral Hill Campus project. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule for payment and commitment to application of service needs has been set forth in the Development Agreement between CPMC and SFMTA.			
CURRENT STATUS:			
SFMTA has received the entire \$6.5 million Transit Fee (Development Agreement, Exhibit K, item 3). Entire sum of Transit Fee will be dedicated to the Van Ness Bus Rapid Transit (Muni Routes 47 and 49), which is under construction and expected to begin revenue service by 2020.			
NEXT STEPS:			
Complete construction of Van Ness BRT project.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The SFMTA will report through annual compliance report and its Citizens Advisory Council how funds are being applied, starting in 2016.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$6,500,000.00		\$6,500,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Fully funded			
ADDITIONAL FUNDS REQUIRED:			
None			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		MMRP: Transportation and Circulation	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mitigation Measure - 19 Polk		Exhibit D - MM-TR-31 (Cathedral Hill)	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/20
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION (Mitigation Measure):			
<p>CPMC shall financially compensate the SFMTA for the cost of providing the additional service needed to potentially mitigate the transit delay impacts on the 19-Polk resulting from the Cathedral Hill Campus project. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule for payment and commitment to application of service needs has been set forth in the Development Agreement between CPMC and SFMTA.</p>			
CURRENT STATUS:			
<p>SFMTA has received the entire \$6.5 million Transit Fee (Development Agreement, Exhibit K, item 3). Entire sum of Transit Fee will be dedicated to the Van Ness Bus Rapid Transit (Muni Routes 47 and 49), which is under construction and expected to begin revenue service by 2020.</p>			
NEXT STEPS:			
<p>Complete construction of Van Ness BRT project.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The SFMTA will report through annual compliance report and its Citizens Advisory Council how funds are being applied, starting in 2016.</p>			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$6,500,000.00		\$6,500,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Fully funded			
ADDITIONAL FUNDS REQUIRED:			
None			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		MMRP: Transportation and Circulation	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mitigation Measure - Construction Transportation Management		Exhibit D - MM-TR-55 (Cathedral Hill)	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/20
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION (Mitigation Measure):			
<p>CPMC shall develop and implement a Construction Transportation Management Plan (TMP) to anticipate and minimize impacts of various construction activities associated with the Proposed Project. The Plan would disseminate appropriate information to contractors and affected agencies with respect to coordinating construction activities to minimize overall disruptions and ensure that overall circulation is maintained to the extent possible, with particular focus on ensuring pedestrian, transit, and bicycle connectivity. The program would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set forth by Caltrans, SFMTA, DPW, or other City departments and agencies.</p>			
CURRENT STATUS:			
<p>CPMC submitted the Contractor Transportation and Parking Management Plan on July 3, 2014. The SFMTA reviewed and submitted comments on July 17, 2014. CPMC submitted a revised TMP on July 22, 2014. This was determined to be acceptable by the SFMTA and approved on July 23, 2014, subject to updating.</p>			
NEXT STEPS:			
<p>CPMC will monitor the contractor in fulfilling this TMP. CPMC will revise the Plan as needed based on construction crew demographics and travel patterns.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>Community engagement not needed. CPMC will provide contact information to neighbors who have concerns about the project's construction impacts.</p>			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$0.00		\$0.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
NA			
ADDITIONAL FUNDS REQUIRED:			
NA			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		MMRP: Transportation and Circulation	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mitigation Measure - 47 Van Ness		Exhibit D - MM-TR-134 (Cathedral Hill)	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/20
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION (Mitigation Measure):			
<p>CPMC shall financially compensate the SFMTA for the cost of providing the additional service needed to potentially mitigate the transit delay impacts on the 47-Van Ness resulting from the Cathedral Hill Campus project. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule for payment and commitment to application of service needs has been set forth in the Development Agreement between CPMC and SFMTA.</p>			
CURRENT STATUS:			
<p>SFMTA has received the entire \$6.5 million Transit Fee (Development Agreement, Exhibit K, item 3). Entire sum of Transit Fee will be dedicated to the Van Ness Bus Rapid Transit (Muni Routes 47 and 49), which is under construction and expected to begin revenue service by 2020.</p>			
NEXT STEPS:			
Complete construction of Van Ness BRT project.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The SFMTA will report through annual compliance report and its Citizens Advisory Council how funds are being applied, starting in 2016.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$6,500,000.00		\$6,500,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Fully funded			
ADDITIONAL FUNDS REQUIRED:			
None			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		MMRP: Transportation and Circulation	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Mitigation Measure - 3 Jackson		Exhibit D - MM-TR-137 (Cathedral Hill)	
LEAD DEPARTMENT:	SFMTA	COMPLETION DATE:	10/8/20
STAFF CONTACT NAME:	Forrest Chamberlain	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Transportation Planner		IN PROGRESS <input type="checkbox"/>
EMAIL:	forrest.chamberlain@sfmta.com		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 646-2989		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION (Mitigation Measure):			
<p>CPMC shall financially compensate the SFMTA for the cost of providing the additional service needed to potentially mitigate the transit delay impacts on the 3-Jackson resulting from the Cathedral Hill Campus project. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule for payment and commitment to application of service needs has been set forth in the Development Agreement between CPMC and SFMTA.</p>			
CURRENT STATUS:			
<p>SFMTA has received the entire \$6.5 million Transit Fee (Development Agreement, Exhibit K, item 3). Entire sum of Transit Fee will be dedicated to the Van Ness Bus Rapid Transit (Muni Routes 47 and 49), which is under construction and expected to begin revenue service by 2020.</p>			
NEXT STEPS:			
<p>Complete construction of Van Ness BRT project.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The SFMTA will report through annual compliance report and its Citizens Advisory Council how funds are being applied, starting in 2016.</p>			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$6,500,000.00		\$6,500,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
Fully funded			
ADDITIONAL FUNDS REQUIRED:			
None			

OTHER OBLIGATIONS

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		San Jose Ave	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
San Jose Avenue City Project		§ 3.3	
LEAD DEPARTMENT:	San Francisco Public Works	COMPLETION DATE:	1/29/14
STAFF CONTACT NAME:	Patrick Rivera	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Division Manager, Infrastructure Design & Construction		IN PROGRESS <input type="checkbox"/>
EMAIL:	patrick.rivera@sfdpw.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-8221		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
Completion of San Jose Avenue City Project. The failure to complete the San Jose Avenue City Project in accordance with the timing set forth in the Schedule and Phasing Plan may entitle CPMC to a period of Excusable Delay in connection with the Hospital Commitment as set forth in Section 10.6.2.			
CURRENT STATUS:			
<p>Projects 1201J Cesar Chavez Street Sewer Improvement Project and 1068J Cesar Chavez Streetscape Improvements - 101 To Guerrero are complete. The pedestrian enhancements include three dozen bulb-outs that widen the sidewalk at intersections to shorten the crossing distance; widened medians where people can wait safely to cross the street if they can't make it in one traffic-signal cycle; and raised crosswalks at two intersections to increase driver awareness.</p> <p>Other upgrades include new bike lanes, left-turn pockets for motorists, new and rehabilitated sewers and new paving along the entire stretch to make the ride safer and smoother for all users. Traffic lanes were reduced from three in each direction to two.</p> <p>In addition, several environmentally smart design elements were incorporated. Among them: storm-water planters and pervious pavement to allow rainwater to percolate through the ground to put less burden on the sewer system; and 302 new street trees and 7,600 plants along the median and the sidewalks. In all, 38,620 sq. ft. of concrete and asphalt were converted to green space. Streetlights along the corridor also were upgraded to LED for energy efficiency.</p>			
NEXT STEPS:			
None.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
N/A			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		San Jose Ave Project	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Vacation and Transfer of San Jose Ave to CPMC		§ 3.2	
LEAD DEPARTMENT:	Real Estate Division	COMPLETION DATE:	10/29/14
STAFF CONTACT NAME:	John Updike	OBLIGATION STATUS:	COMPLETE <input checked="" type="checkbox"/>
STAFF CONTACT TITLE:	Director		IN PROGRESS <input type="checkbox"/>
EMAIL:	john.updike@sfgov.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-9850		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
In connection with the Project, the City shall vacate and abandon all public rights in the Former Street Property..., each in connection with the completion of the San Jose Avenue CPMC Project and the San Jose Avenue City Project. The City shall transfer the Former Street Property to CPMC in accordance with the San Jose Avenue Transfer Agreement...			
CURRENT STATUS:			
The land transfer has been completed.			
NEXT STEPS:			
None.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
N/A			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$1,010,000.00		\$1,010,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			

EXHIBIT A

November 19, 2013

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

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

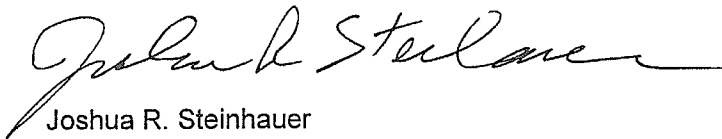
Dear Mr. Rahaim:

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

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

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

Very truly yours,




Joshua R. Steinhauer

cc: Ken Rich
Charles Sullivan
Audrey Pearson

Coblentz
Patch Duffy
& Bass LLP

Joshua R. Steinhauer
November 19, 2013
Page 2

AGREED AND ACCEPTED:
CITY AND COUNTY OF SAN FRANCISCO

By: 
John Rahaim

Its: Director of Planning

Dated: 11.22.13

EXHIBIT B

Workforce Fund Grant Agreement

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

5. Committee of Fund Advisors.

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

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

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

6. Annual Disbursements.

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

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

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

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

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

8. Termination of This Workforce Fund Agreement.

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

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

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

10. Notice.

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

GRANTOR:

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

with a copy to:

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

GRANTEE:

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

CITY:

Director
Office of Economic and Workforce Development
Workforce Development Division
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94102

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

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

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

11. Obligations of Grantee.

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

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

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

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

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

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

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

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

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

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

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

CPMC

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

By: [Signature]

Its: President

Dated: 10/9/13

GRANTEE

San Francisco Foundation,
a California nonprofit public benefit
corporation

By: [Signature]

Its: 10.14.13

Dated: CFO

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: [Signature]

Deputy City Attorney
City and County of San Francisco

AGREED AND ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO

By: Phonk K. Gunn

Its: DIRECTOR OF WORKFORCE DEVELOPMENT

Dated: October 10th, 2013

EXHIBIT C

Innovation Fund Grant Agreement

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

5. Committee of Fund Advisors.

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

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

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

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

6. Annual Disbursements.

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

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

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

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

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

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

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

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

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

8. Termination of This Innovation Fund Agreement.

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

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

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

10. Notice.

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

GRANTOR:

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

with a copy to:

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

GRANTEE:

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

CITY:

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

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

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

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

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

11. Obligations of Grantee.

7/21/2026
(a) In addition to any other reports or notices required by this Innovation Fund Agreement, and until otherwise notified by CPMC or City that the requirement has or will be satisfied by the accounting provided pursuant to Section 5(b) above, Grantee shall submit to CPMC and City full and complete annual reports on the manner in which the principal and income (if any) arising from the Innovation Fund Balance have been allocated or Disbursed, and such annual reports shall be due no later than ninety (90) days after the close of Grantee's annual accounting period.

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

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

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

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

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

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

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

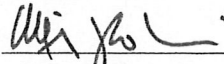
12. Miscellaneous. This Innovation Fund Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into between California residents and wholly to be performed in California. This Innovation Fund Agreement constitutes the entire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

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

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

CPMC

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

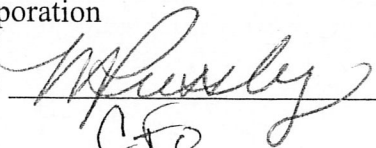
By: 

Its: President

Dated: August 7, 2013

GRANTEE

San Francisco Foundation,
a California nonprofit public benefit
corporation

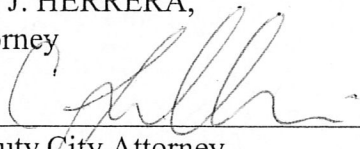
By: 

Its: CFO

Dated: 8/30/13

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: 

Deputy City Attorney
City and County of San Francisco

AGREED AND ACCEPTED:

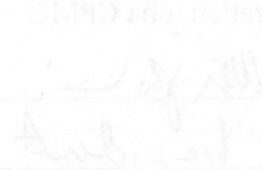
CITY AND COUNTY OF SAN FRANCISCO

By: 

Its: Director of Public Health

Dated: 8/8/13

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Date: 8/8/13
Its: Director of Public Health
By: 

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Date: 8/8/13
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By: 

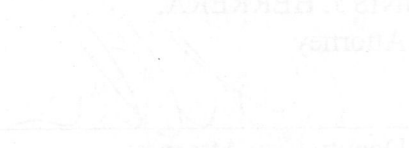
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APPROVED AS TO FORM
DENNIS J. HERRERA
City Attorney
By: 
City and County of San Francisco
Legal City Attorney

EXHIBIT D

Section 10: Culturally and Linguistically Appropriate Services

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

CLAS Standards

Principal Standard:		Reference	Internal Monitoring/Metric(s)
1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.	Multilingual health literacy sensitive patient educational materials made available in print and online. Our CME courses include the cultural and linguistic issues as appropriate.	Guideline: address culturally competent care	Regular audits of all patient education materials for consistency, currency and appropriate language translations. Corrections made as needed. Each CME offering has documentation of cultural and linguistic component.
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	Administrative policies are updated/reviewed every three years and monitored by the Policy & Procedure Committee.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.	CPMC is actively engaged in promoting workforce recruitment of population in the service area. Employees are required to participate in online education to remain responsive to our patient as well as service area population.	Guideline: address culturally competent care	1. Language capacity of staff and voluntary equal employment opportunity metrics collected and tracked through HR system. 2. CPMC engages in affirmative action planning and metrics are tracked annually. 3. HR works with specific departments to recruit and hire staff based on the cultural and linguistic needs of patients. Relevant data is pulled and analyzed from HR and patient care systems to inform these efforts.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.	Sutter Health maintains online resources and communications on cultural & linguistic competency. Annual training is given to all Sutter employees to ensure knowledge/adoption of the components of organizational cultural competency, and why it is important to our patients, staff and organization. Additionally, CPMC Certified Interpreters will, on request, provide education/information on cultural beliefs and practices to further personalized care.	Title VI; mandated for agencies that receive federal funding	Completion of annual mandatory training for all employees is tracked and reported to managers; percentage of completed trainings are monitored.
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	1.Number of activities on interpreting by language groups & interpreting modalities (in person, telephonic, remote video). 2. LEP census by campus. 3. Accuracy of LEP needs in the Sutter Electronic Health Record. 4. Daily activities of on-site language interpreters taking non pre-scheduled requests
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.	Individuals are informed regarding availability of language assistance services in their preferred language verbally as needed and in print. Print notices include those with our top 4 common languages(Chinese, Spanish, Russian & Tagalog), and Language Identifications instructions are in 20 common languages.	Title VI; mandated for agencies that receive federal funding	Regular review to ensure multi-language signage at key points throughout all campuses notifying patients of the availability of language assistance services.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.	Individuals providing language assistance include Certified Medical Interpreters & Qualified Bilingual Staff. CPMC's Interpreter Services Department has programs that evaluate and ensure the language competency of our bilingual staff. A Medical interpreter is an individual who is fluent in English and in a second language or National Certified with the Registry of Interpreters for the Deaf (RID) in sign language. Use of minors, family members and untrained individuals are avoided.	Title VI; mandated for agencies that receive federal funding	1. Current information about Qualified Bilingual Staff (certified at Medical/Basic level by external independent agency) maintained and publicized on institutional intranet. 2. Quality assurance program in place to ensure competency of vendor in person interpreters. 3. Certified staff interpreters activities, efficiency and competency monitored regularly
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.	Signage provided in our common languages: Chinese, Spanish, Russian and Tagalog (at St Luke's)	Guideline	1. Staff interpreters round and audit the accuracy and adequacy of multi-lingual signs. 2. Multi-lingual Patient Satisfaction Surveys. 3. Multi-lingual essential communications.

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



MARK N. AARONSON
Professor of Law, Emeritus

Community Justice Clinics
UC Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102

aaronson@uchastings.edu
(510) 504-4608 (cell)

July 5, 2022

By electronic submission to elizabeth.purl@sfgov.org
Elizabeth Purl, Development Performance Coordinator
San Francisco Planning Department
49 South Van Ness Ave., Suite 1400
San Francisco, CA 94103

Re: Comments of San Franciscans for Healthcare, Housing,
Jobs & Justice (SFHHJJ) on CPMC's 2021 Compliance Statement

Dear Ms. Purl:

SFHHJJ is a community-labor coalition that has worked to ensure that Sutter Health/CPMC's reconfiguration of its San Francisco campuses serves the interests of patients, workers, neighboring communities, and the City as a whole. Although not a party to the Development Agreement (DA) signed by the City and CPMC, SFHHJJ played a key role in shaping its outline and garnering support on the Board of Supervisors for various mandated community benefits provisions.

SFHHJJ has continuously monitored the City's and CPMC's implementation of the DA and has participated in the compliance review process during all the past eight annual review cycles. SFHHJJ has identified both substantive problems regarding CPMC's reported compliance and structural issues in the DA's drafting that make any meaningful enforcement of its healthcare and other community services provisions totally illusory. Throughout this process, CPMC has not been held accountable for evading various responsibilities under the DA and acting contrary to its purpose. Very troubling but not surprisingly, the adverse consequences of these failings have fallen on others—most notably, unserved and underserved low-income San Francisco residents seeking medical care, CPMC's own workers, and San Francisco's taxpayer-funded public health system.

Rather than address again issues previously raised to no avail yet still relevant, these comments provide three examples of CPMC's disingenuousness in compiling its reports. The first goes to use of boiler plate documents to create the impression that the submitted compliance statements are responsive and informative. The second and third illustrate CPMC's complete failure to provide relevant information on two crucial DA obligations. To cover issues still

relevant but not now addressed, SFHHJJ resubmits and incorporates by reference here its comments on CPMC's 2019 and 2020 Compliance Statements.

CPMC Annual Compliance Statements Are Mostly Repetitive and Largely Padded with Documents Prepared for Other Purposes.

In reporting on its performance under the Development Agreement, CPMC each year provides a bare minimum of new information. Its approach is very mechanical, and it leaves to others to catch those matters on which it is either not forthcoming or provides only partial and stilted explanations.

In past years, the only fully evaluative and therefore informative documentation has come from the San Francisco Foundation, which reported both successes and disappointments in its funding decisions for healthcare and workforce related grants. Because such funds are now all expended, the 2021 Compliance Statement does not include reports from the San Francisco Foundation. Instead, it contains only documents prepared or instigated by CPMC.

The 2021 Compliance Statement in its electronic format is 83 pages long. Twenty-six of those pages (19-45), almost one-third of the submission, are Sutter Health's Charity Care Policy (including attachments) that was prepared for other administrative purposes. Most of the attachments consist of application material or provide contact information about Sutter Health hospitals outside of San Francisco. Nowhere in the Compliance Statement does CPMC provide any specific information or breakout data about San Francisco Charity Care patients for whom it has provided healthcare services.

Using a statistical methodology, which SFHHJJ has criticized as based on too small of a sample size to be reliable and valid, CPMC does report each year whether it has met an unduplicated Medi-Cal and Charity Care patient baseline required by the DA. Without making any categorical breakdowns, the 2021 Compliance Statement indicates services were provided to 30,779 Medi-Cal and Charity Care patients. This number barely met the DA baseline of 30,446. For 2020, CPMC reported serving 28,900 such patients and failed to meet the baseline requirement.

Rather than provide separate and specific information about Medi-Cal and Charity Care patients, CPMC takes advantage of deficient DA drafting to obscure what may be significant developments in the pattern and extent of services being provided two distinct patient populations. The voluminous, boilerplate material regarding CPMC's Charity Care Policy wears down the reader with mostly irrelevant information, one potential effect of which is to distract attention from seriously questioning CPMC about its compliance with a fundamental purpose of the DA—that is, improving CPMC's actual performance in meeting the healthcare needs of different groups of low-income San Franciscans.

Another example of CPMC's using a lengthy document as a substitute for reporting on its actual performance is the twelve pages (48-60) in the 2021 Compliance Statement devoted to its Culturally and Linguistically Appropriate Services (CLAS) Action Plan. Organized in column format, the descriptions provided are mostly the same each year. The emphasis throughout the

document is on process, not on outcomes. We learn nothing about the number of patients being provided appropriate cultural and linguistical services, about outreach efforts to notify and attract underserved patient populations, or about changes in bilingual and multilingual staffing of different CPMC hospital units and services.

CPMC Continues to Shunt Aside and Has Failed to Meet Its Commitment to Serve 1,500 New Medi-Cal Beneficiaries Enrolled in a Tenderloin Primary Care Clinic.

CPMC's new showcase Van Ness Hospital borders the Tenderloin neighborhood. The DA envisioned that this hospital should and would both increase the number of Medi-Cal recipients served by CPMC and residing in the Tenderloin and develop a special and continuing relationship with primary care clinics in the Tenderloin. Because of stringent Medi-Cal requirements, the DA anticipated that identifying and supporting Tenderloin clinics qualified to provide services to patients enrolled in an appropriate Medi-Cal managed care program was likely to be difficult. The objective, nonetheless, was clear: 1,500 new Tenderloin Medi-Cal enrollees. It is especially important to emphasize that these are to be new enrollees.¹

In addressing this obligation, CPMC in the 2021 Compliance Statement uses the same language used in the last several Compliance Statements, where each time it falsely asserts that it has complied with this commitment and provides no data or information about new Tenderloin Medi-Cal enrollees. Here is CPMC response in its entirety, as found on page 9 of the electronic copy of the 2021 Compliance Statement:

“In compliance. There continues to be no available MSO with a primary care provider based in the Tenderloin and despite efforts by CPMC to support the

¹ For ease of reference, the entire relevant Development Agreement section, which is found on page 167 of the electronic copy of the DA, is as follows:

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

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

creation of one, it was deemed financially unfeasible by clinic partners. CPMC is contracted with one MSO, North East Medical Services, and worked with NEMS and St. Anthony's Clinic, a primary care provider in the Tenderloin, to have St. Anthony's join the NEMS MSO. Thus, through forging this new partnership CPMC is the hospital partner for one of St. Anthony's participating medical groups and will work with them to grow enrollment to 1,500 members. CPMC continues to work with St. Anthony's leadership to develop a path to sustainability and support outreach efforts, funded through the Healthcare Innovation Fund. To date, St. Anthony's conducts ongoing outreach events to Tenderloin residents through the St. Anthony's Dining Room, Tenderloin family serving providers, Project Homeless Connect and enhanced Medi-Cal eligibility screening and enrollment at the clinic.”

CPMC’s approach in its Compliance Statements is to sidestep and obfuscate what has been a total failure to meet a principal objective of the DA.

The only data concerning this objective comes from Annual City Reports in response to CPMC Compliance Statements. Here is what City staff said on page 38 of the electronic copy of the CPMC 2020 City Annual Report:

“Prior to June 2020, there was no available MSO with a primary care provider based in the Tenderloin and despite efforts by CPMC to support the creation of one, it was deemed financially unfeasible by clinic partners. In June 2020, the North East Medical Services (NEMS) MSO opened a primary care clinic at 650 Polk Street, and there is now one available MSO with a primary care provider based in the Tenderloin. CPMC reports that it is the hospital partner for 4,351 unduplicated lives in the Tenderloin through the NEMS MSO.

Prior to the opening of the NEMS 650 Polk Street clinic, CPMC contracted with the NEMS MSO in 2015 and worked with NEMS and St. Anthony's Clinic, a primary care provider in the Tenderloin, to have St. Anthony's join the NEMS MSO. Through this partnership, CPMC is the hospital partner for St. Anthony's participating medical groups. As of Dec 31, 2020, St. Anthony's has 172 members that enrolled in the NEMS/CPMC partnership. As of August 31, 2021, the membership count is 173.”

Two factual references in the City Report glaringly stand out.

The first is that CPMC reported in a communication not part of its Compliance Statement that it is serving 4,351 Tenderloin patients through the NEMS MSO. Importantly, no information is provided about these patients other than they are Tenderloin residents. The DA requires that they be new Tenderloin enrollees. As a well-established MSO, NEMS’s patient population undoubtedly includes a substantial number of Tenderloin residents who prior to June 2020 received services at a NEMS clinic outside the Tenderloin. Neither the City nor CPMC by attribution represents that any of these 4,351 patients were new Tenderloin Medi-Cal enrollees in accordance with the DA. But this reference misled the third-party monitor in his review of 2020 compliance reports, and he mistakenly concluded that CPMC had complied with this DA

provision. The cited patient number standing alone says nothing about whether CPMC has met its Tenderloin healthcare service obligations under the DA.

The second concerns the number of new Tenderloin Medi-Cal enrollees receiving services at a St. Anthony's primary care clinic. Most distressingly, the numbers in the low 170s noted in the 2020 City Report are like the ones noted in immediately previous reports. In short, no progress has been made in the last several years to bolster the number of St. Anthony Medi-Cal managed care program beneficiaries.

Difficult as it may be, much more must be done to reach the target figure of 1,500 new Tenderloin Medi-Cal enrollees. If that is not feasible, an alternative arrangement must be reached with CPMC to provide healthcare benefits for Tenderloin residents equivalent in value to CPMC's additional costs had 1,500 new Medi-Cal beneficiaries been enrolled in a Tenderloin primary care clinic and had received ongoing hospital in-patient and out-patient services at CPMC.

In the Compliance Statement's Summary of Its 2021 Transportation Demand Management Program, CPMC ignores entirely the DA's Requirement to Promote and Distribute Clipper Cards to Its Employees.

The Development Agreement specifically requires CPMC to provide its employees with Clipper Cards. The applicable section of the DA, at page 226 of the electronic copy,² states the following:

“Clipper Cards.

- a. CPMC shall set up a master account for all employees with the Clipper Card Program or similar/successor electronic debit and transfer mechanism.
- b. CPMC shall encourage all employees (new and existing) to enroll and purchase a Clipper Card as a part of its Transportation Demand Management (TDM) plan. As part of its normal TDM activities, CPMC shall promote the use of the subsidy described in Section 8.c below by (1) including this subsidy information in new hire packets and orientation, in transportation services newsletters, on a TDM communication board in each Campus cafeteria, and on the TDM page on CPMC's intranet, (2) promoting the subsidy at the annual transportation fairs held at each Campus, and (3) undertaking additional outreach as necessary to drive up adoption and achieve the SOV reduction goals.
- c. CPMC shall share the cost equally between employer and employee of a monthly Fast Pass or Clipper Card (or any successor transit card issued or approved by SFMTA) that an employee buys through CPMC's automatic payroll deduction program, up to the value of an adult Fast Pass (currently \$64), as such amount changes from time to time. CPMC shall have

² An electronic copy of the DA is available on the San Francisco Planning Department website at <https://sfplanning.org/california-pacific-medical-center-cpmc#info>. Electronic copies of Annual Compliance Review documents are available on the San Francisco Planning Department website at <https://sfplanning.org/california-pacific-medical-center-cpmc#annual-compliance-review>.

no responsibility to contribute to or to share the costs of a Clipper Card (or other successor transit card) to the extent such costs exceed the value of a Fast Pass.

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

CPMC’s Summary of its 2021 Transportation Demand Program, which is found at the very end of its Compliance Statement on pages 78-83 of the electronic copy, makes no mention of Clipper Cards. It fails to address in any way the steps it has taken, the number of employees benefited, or the costs incurred in complying with this provision of the DA. Apparently hoping no one would notice and emboldened by the toothless enforcement of the DA to date, CPMC has totally disregarded a key practical and symbolic DA provision that received very explicit and public attention at the time of the DA’s negotiation and drafting.

Conclusion

Notwithstanding the significant investment in time made and to be made by City staff and officials in reviewing its Compliance Statements, CPMC has not taken seriously its responsibilities for complying with healthcare and employee programmatic provisions of the DA. Rather, it not only has taken advantage of loopholes and deficient drafting in the DA but also has not hesitated to ignore entirely providing information on DA provisions it does not like and finds too costly.

Enough is enough. The City must step back and truly review CPMC’s performance since the DA’s adoption regarding its provision of healthcare and medical services to San Franciscans—particularly its low-income residents; its labor relations with its employees; and its overall operational impact fiscally and environmentally for San Francisco. Nothing legally limits San Francisco staff and officials from publicly reviewing more than the formal terms of the DA. In nine years, CPMC has very much reconfigured its San Francisco footprint and not necessarily for the common good.

Respectfully submitted on behalf of SFHHJJ,



Mark N. Aaronson

UC Hastings Community Justice Clinics
Attorney for San Franciscans for Healthcare, Housing, Jobs & Justice



MARK N. AARONSON
Professor of Law, Emeritus

Community Justice Clinics
UC Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102

aaronson@uchastings.edu
(510) 504-4608 (cell)

July 1, 2021

By electronic submission to elizabeth.purl@sfgov.org
Elizabeth Purl, Development Performance Coordinator
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: Comments of San Franciscans for Healthcare, Housing,
Jobs & Justice (SFHHJJ) on CPMC's 2020 Compliance Statement

Dear Ms. Purl:

SFHHJJ is a community-labor coalition that has worked to ensure that Sutter Health/CPMC's reconfiguration of its San Francisco campuses serves the interests of patients, workers, neighboring communities, and the City as a whole. Although not a party to the Development Agreement (DA) signed by the City and CPMC, SFHHJJ played a key role in shaping its outline and garnering support on the Board of Supervisors for various mandated community benefits provisions. SFHHJJ has closely monitored the City's and CPMC's implementation of the DA and has participated in the compliance review process during all the past seven annual review cycles.

With respect to the 2019 Compliance Statement review process, the City has yet to produce its Annual City Report, has not scheduled a joint hearing before the Health and Planning Commissions, has not issued a Certificate of Compliance, and has not disseminated the Third-Party Monitoring Letter. The issues raised in SFHHJJ's Comment Letter dated June 30, 2020, an electronic copy of which is included with this submission, have remained unaddressed and are still distressingly pertinent. In addition to the comments noted below, SFHHJJ references and incorporates last year's comments as part of this Comment Letter.

CPMC Failed in 2020 to Meet the DA Mandated Medi-Cal and Charity Care Unduplicated Patients Baseline Commitment

CPMC represents that it served 28,900 unduplicated Medi-Cal and Charity Care patients in 2020. This number is significantly less than the baseline commitment of 30,446 unduplicated patients set in 2013 based on the number of Medi-Cal and Charity Care patients represented as receiving services at CPMC campuses at that time. The 28,900 number is an adjusted amount. It reflects

a calculation made to account for CPMC's additional obligation in the DA to serve 5,400 new Medi-Cal managed care enrollees beyond the number included in the baseline commitment.

Each year CPMC reports that it has provided services to a specific number of unduplicated Medi-Cal and Charity Care patients. For 2020, that number is 29,737. After the signing of the DA, to reflect CPMC's pledge to serve 5,400 new Medi-Cal patients, CPMC and the City agreed to subtracting annually 837 patients from the actual reported patient number to arrive at the number to be used for determining compliance with the baseline commitment (29,737-837=28,900). The reasoning in support of this methodological adjustment is not provided as part of each annual compliance statement, is publicly unknown, and remains obscure.

What is not obscure is that in 2020, CPMC served notably fewer unduplicated Medi-Cal and Charity Care patients than it did in 2013. Specifically, it fell short of meeting the DA's required baseline commitment by 1,546 unduplicated patients. (A mathematical or typographical error in the Deloitte audit report says 1,549.)

Its deficient performance in 2020 continues an alarming trend that began two years earlier. In 2019, CPMC represented that it served 35,456 unduplicated patients, which was almost 3,600 fewer patients than in 2018. This means that more than 10,000 fewer baseline countable patients were served in 2020 than 2018—a greater than 25 per cent drop-off. In reconfiguring its hospital campus structure in San Francisco, CPMC also has reconfigured its patient population so that contrary to the DA's very purpose, it now directly meets the hospital care needs of fewer and fewer Medi-Cal and Charity Care patients than it did before the openings of its two new hospitals.

CPMC seeks to avoid sanctioning for its serious failure in 2020 to meet the healthcare service needs of low-income San Franciscans by using a rolling two-year average for determining baseline commitment compliance. Though permissible under the DA, this rationale does not justify CPMC's poor performance in meeting a major community benefit provision of the DA. Nor does its backup rationale regarding the disruptive effects of the Covid-19 pandemic. If anything, CPMC should have been outreaching more to San Francisco's low-income population during a catastrophic public health crisis. Instead, CPMC invokes yet another assessment measure in the DA that is structurally flawed to escape being held accountable for not meeting its promises and obligations.

CPMC Continues Its Lackluster Performance in Meeting DA Obligations regarding Healthcare Needs of Tenderloin Residents and Entry Level Job Hires

In its 2020 Compliance Statement, as in the past, CPMC responds mechanically and unreflectively to its reporting obligations regarding DA provisions seeking to redress inadequate healthcare accessibility for Tenderloin residents and to further the hiring of San Francisco residents from low-income neighborhoods for entry level CPMC jobs. SFHHJJ's DA comments regarding these matters made last year are referenced here as they are still pertinent.

Especially disheartening is the lack of any reported progress in meeting the neighborhood clinic and hospital care needs of 1,500 new Tenderloin Medi-Cal beneficiaries. For each of the past

several years, including this one, CPMC has submitted on a summary compliance chart the same short written statement, the thrust of which is to excuse itself from any responsibility for the lack of progress in meeting this target. Most glaringly, CPMC provides no specific data about the number of new beneficiaries being served. Instead, such data has been made publicly available only in the City's Annual DA Report. Since no such Report regarding CPMC's 2019 Compliance Statement is yet forthcoming, the latest number available is from the City's Annual Report dated September 9, 2019. In that Report, the drafters noted that in May 2019, St. Anthony's Medical Clinic, the one DA authorized primary care clinic in the Tenderloin, had on its rolls only 174 Medi-Cal Managed Care patients, two less than the year before and far short of the 1,500-patient commitment. Updated Tenderloin patient numbers are likely to be similarly disappointing.

There is only a little more than two years left before CPMC's responsibilities under the DA for increasing and enhancing healthcare services for Tenderloin residents come to an end. It is time to come up with alternative arrangements for CPMC to meet fully its DA responsibilities for expanding healthcare services in the Tenderloin neighborhood. Those alternatives could include substantial new cash contributions from CPMC to upgrade the capacity of Tenderloin primary care clinics and establishing and promoting new, culturally and linguistically accessible, outpatient services at the Van Ness Campus targeting Tenderloin residents. Rather than passively accepting CPMC's excuses for not meeting the DA's Tenderloin healthcare service obligations, City officials need to obtain now from CPMC a substitute package of community benefits that would have a neighborhood impact equivalent to serving ongoingly 1,500 Tenderloin low-income patients.

With respect to entry level hiring, CPMC's performance remains significantly below representations made during the DA negotiations because it over-projected the number of positions that would need to be filled. While most years CPMC has met the DA's 40% local hire goal, the number of actual hires has been relatively small. In 2020, CPMC made 64 entry level hires, 32 of whom were referred by San Francisco's First Source program thereby satisfying the required goal. The projections are not as promising for 2021. For the first four months of this year, CPMC has made 21 entry level hires. Only 6, which is 29% of those employed, so far have been First Source candidates. To meet the target percentage, CPMC needs to intensify its local hire efforts during the remainder of the year. Even then, the results will be much less than originally anticipated at the time the DA was negotiated.

To place in perspective CPMC's under-performance regarding entry level local hires, the initial draft of the DA set as a target the hiring of 40 San Francisco residents. Based on CPMC's projections, which now can be seen as undeniably highly inflated, this absolute number was changed to 40%, the purpose being to increase, not reduce, the number of local entry level hires. This change made at the City's behest is in retrospect obviously a mistake but one that has resulted in significantly lessening CPMC's commitment to and performance in employing San Francisco residents.

Notwithstanding the Fundamental Purpose of the DA, CPMC since 2013 Has Retreated from and Not Expanded Its Healthcare Services for Low-Income San Franciscans

Not only has CPMC skirted or minimally complied with its healthcare service obligations under the DA, it also has used the rebuilding and restructuring of its hospital campuses authorized by the DA as opportunities to back out of service areas viewed as unprofitable or not sufficiently profitable.

The most publicly protested action has been its 2017 decision to close the 40-bed sub-acute care unit within the Skilled Nursing Facility (SNF) at the St. Luke's Hospital campus, now rebuilt and renamed the Mission Bernal Campus. As a result of organized community and patient family pressure and the intervention of the Board of Supervisors, CPMC agreed to maintain a temporary sub-acute care unit on the Davies Campus until the last transferred patient dies or otherwise leaves. CPMC ceased taking new long-term sub-acute care patients in late 2016. There are now fewer than 10 patients in the Davies sub-acute care unit. When it closes, there will be no sub-acute care facilities in San Francisco.

Long-term sub-acute care patients have severe disabilities and require 24-hour nursing attention and life-supporting equipment, such as ventilators. At this time, San Francisco residents requiring such care are placed in facilities in other counties, often far from supportive family members and friends. San Francisco Department of Health officials estimate that San Francisco should have licensed and operational approximately 65-70 sub-acute care beds to meet the likely demand for sub-acute care for San Francisco residents. Most long-term sub-acute care patients are on Medi-Cal, which most hospitals view as providing insufficient fee reimbursements for the services extended. This financial disincentive should not hold sway. CPMC as the largest private fee-for-services healthcare provider in San Francisco and as a tax-exempt charitable organization must be made, and has the resources, to do its fair share in providing permanent facilities in San Francisco for the provision of long-term sub-acute care.

CPMC's favored approach for ending its direct responsibilities for providing services largely utilized by low-income San Franciscans is to transfer management and operation of those services to other entities, usually with some short-term subsidies. These reductions in services have come before the Health Commission in Proposition Q hearings, which entail public notice and comment but involve no sanctions. The most the Health Commission can do is to issue a finding that a hospital's decisions to terminate or reduce services will have a "detrimental impact" on healthcare services in San Francisco. Proposition Q authorizes no further enforcement. While the DA Compliance Review process in practice has been toothless, the Proposition Q hearings are legally toothless. Since 2013, CPMC has initiated Proposition Q hearings four times.

The first was in 2014 less than a year after the signing of the DA and was a prelude to its decision to end providing sub-acute care at any of its campuses. The 2014 action involved a cutback in and reconfiguration of SNF services, the main results of which were an overall reduction of staffed, general SNF beds from 99 to 75 and the closure of the SNF unit on CPMC's then California Campus.

The second in the latter half of 2017 addressed the closure of the entire SNF unit at St. Luke's Hospital, which included the termination of the sub-acute care services described above and the closure of 39 staffed, general SNF beds. In 2013, CPMC had authorization for 212 licensed SNF beds, though less than half of which were staffed. Today it has only 38 SNF beds on the Davies Campus, some of which now temporarily serving as sub-acute care beds.

The third Proposition Q proceeding began in summer 2018 and covered CPMC's closure of the Swindells Alzheimer's Residential Care and Day Care programs on the California Campus and the transfer of management of five outpatient clinics from CPMC to Sutter Pacific Medical Foundation, another Sutter Health affiliate. The termination of the Residential Care program resulted in the loss of 10 residential care beds in San Francisco for individuals with dementia or Alzheimer's. The day care program served 70 unduplicated patients and found space elsewhere. It is now operated and funded exclusively by the Institute on Aging. The transferred outpatient clinics included the Diabetes Center, the Breast Health/Mammography Center, and the Non-Invasive Cardiology Clinic on the St. Luke's now Mission Bernal Campus. These transfers in management are a striking symbolic change in St. Luke's historical legacy and ethos of providing culturally supportive, highly integrated medical services.

The fourth invocation of the Proposition Q process by CPMC occurred earlier this year. It involved the closing of the Mission Bernal Adult and Pediatric Clinics. These clinics now are solely operated by the Mission Neighborhood Health Center.

What all these changes have in common is that they reduce CPMC's direct responsibilities for healthcare services that are not sufficiently financially remunerative. CPMC views itself as primarily providing tertiary and quaternary hospital care. Unlike those levels of care, which consist of financially lucrative medical specialties, providing community responsive primary and secondary care is financially taxing. CPMC wants to lessen as much as possible its provision of healthcare services that adversely affect its financial bottom line. Contrary to the underlying spirit of the DA, CPMC continually maneuvers to shift the direct and indirect financial burdens for meeting primary and secondary care services needs to others, including the City and County of San Francisco.

Conclusion

A major reason for the CPMC Development Agreement was to prevent the closure of St. Luke's Hospital. While it has been physically rebuilt, it also is being operationally reconstructed in the image of CPMC's other campuses. Each year the Mission Bernal Hospital drifts further from the role played by the old St. Luke's Hospital as a welcoming healthcare center for San Franciscans, especially low-income residents. At the same time, CPMC's Van Ness Campus has yet to live up to the DA's expectations regarding contributions to the much-needed enhancement of healthcare services in the adjacent Tenderloin neighborhood. CPMC's delivery of in-kind community benefits as stipulated in the DA continues to be abysmal.

Respectfully submitted on behalf of SFHHJJ,

Mark N. Aaronson

Mark N. Aaronson

UC Hastings Community Justice Clinics

Attorney for San Franciscans for Healthcare, Housing, Jobs & Justice



MARK N. AARONSON
Professor of Law, Emeritus

Community Justice Clinics
UC Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102

aaronson@uchastings.edu
(510) 504-4608 (cell)

June 30, 2020

By electronic submission to elizabeth.purl@sfgov.org
Elizabeth Purl, Development Performance Coordinator
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: Comments of San Franciscans for Healthcare, Housing,
Jobs & Justice (SFHHJJ) on CPMC's 2019 Compliance Statement

Dear Ms. Purl:

SFHHJJ is a community-labor coalition that has worked to ensure that Sutter Health/CPMC's reconfiguration of its San Francisco campuses serves the interests of patients, workers, neighboring communities, and the City as a whole. Although not a party to the Development Agreement (DA) signed by the City and CPMC, SFHHJJ played a key role in shaping its outline and garnering support on the Board of Supervisors for the community benefits package incorporated in it. SFHHJJ has closely monitored the City's and CPMC's implementation of the DA and has submitted written comments and public testimony throughout the compliance review process in all of the past six annual review cycles.

Over the past six cycles, SFHHJJ has urged the City to conduct this annual compliance review process as more than a formalistic, yes/no box-checking exercise. The process can and should be used to develop the information necessary to enable a public dialogue on progress and remaining impediments to meeting the full promise and spirit of the DA, particularly CPMC's pivotal role in addressing San Francisco healthcare needs. The devastating effects of the Covid-19 pandemic, which have been borne disproportionately by lower income and minority communities, underscore even more the need for a holistic assessment of CPMC's performance. Although it is too late to remedy the past, it is still timely to seek to affect CPMC's conduct now and in the near future.

Tracking Unduplicated Medi-Cal and Charity Care Patients Continues to be an Insufficient and Weak Measure for Determining CPMC's Performance in Meeting the Needs of Lower Income San Franciscans.

SFHHJJ's comments on CPMC's 2018 Compliance Statement emphasized a number of structural defects in the DA review process. The most troubling is the inadequacy of relying exclusively on unduplicated Medi-Cal and charity care patients as a measure for the extent to which CPMC serves Medi-Cal beneficiaries, specifically, and lower-income San Franciscans overall. Each year SFHHJJ has pointed out that the Deloitte accounting firm's use of a randomized 25-case sample is entirely too small to be reliable or valid to confirm statistically the figures provided by CPMC. For 2019, CPMC claims to have served 35,456 unduplicated patients, which is almost 3,600 fewer patients than in 2018. The 2019 claimed number has yet to be reviewed by Deloitte because of a performance extension granted in light of San Francisco's Shelter at Home order.

While Deloitte's confirmation test is grossly flawed, the main problem is that focusing only on unduplicated patients ignores the types and costs of services provided, which are better measures for determining the extensiveness of CPMC's services. Counting patients includes those who receive very brief attention, such as a routine lab test, as well as those hospitalized or receiving long-term treatment. It is the level of care received by patients that best indicates the commitments of hospitals to serving poorer individuals and families.

The most alarming data regarding a decline in CPMC meeting the needs of lower income San Franciscans comes from findings in the 2017 *S.F. Hospitals Charity Care Report*, still the latest edition of the report publicly available. This report reveals that among all S.F hospitals CPMC alone reported decreases in both traditional charity care costs and Medi-Cal shortfall amounts when comparing 2013, the year the DA was signed, and 2017, several years into the implementation of the Affordable Care Act (ACA). For all other hospitals, the relationships were inverse: Charity care costs went down because more individuals became eligible under the ACA for expanded Medi-Cal coverage, and as a result Medi-Cal shortfall amounts went up, two to three times for some hospitals.¹ Along with a two-third decrease in charity care costs in 2017 compared to 2013, CPMC reported for its Pacific, California and Davies campuses a combined Medi-Cal shortfall of \$63.5 million in 2013 and \$62.8 million in 2017 and for its St. Luke's campus a drop almost in half from \$26.0 million in 2013 to \$13.4 million in 2017.² The anomalous, dual, downward trends in CPMC's charity care and Medi-Cal shortfall amounts are highly suggestive that CPMC has been on a course of providing less overall services to lower income San Franciscans than it did in 2013. CPMC's technical compliance with a narrowly drawn DA standard should not be a shield from further inquiry into whether it is, in fact, living up to its DA promises to do more not less in meeting the healthcare needs of Medi-Cal and other lower income San Franciscans.

The San Francisco Foundation Report Is a Model for What the City Should Receive from CPMC in Reporting Its Service Performance Obligations under the Development Agreement.

In Exhibit E to Attachment 1 of the CPMC Compliance Statement, the San Francisco Foundation in a 22-page report specifically describes the allocations and outcomes of the grants made from the \$8.6 million Community Health Innovation Fund and the \$3.0 million Workforce

¹ May 2019 draft of *San Francisco Hospitals Charity Care Report 2017*, Figures 18-20, at pp. 22-24.

² *Id.*

Development Fund. Under the DA, the San Francisco Foundation is responsible for the administration of the funds. Its report comprehensively lists first the grants made each year and then brief but incisive assessments of the services provided by individual grant recipients in compliance with the terms of their respective awards. The report candidly includes information about a few organizational recipients whose performances were not satisfactory and were not funded for a subsequent year.

In 2019, the Foundation made final distributions from the Workforce Development Fund. The remaining balance in the Community Health Innovation Fund is \$840,000. The funds have been successfully utilized by nonprofit organizations to meet healthcare and job development needs of lower income San Franciscans.

By contrast, when addressing in the Compliance Statement its own performance of services, CPMC provides in several instances no factual or detailed information, some responses that are totally lacking in candor, and in others partial and incomplete accounts. With respect to service obligations under the DA, CPMC continually avoids analyzing the effectiveness of the described activities and actions in meeting patient needs and public interest concerns.

CPMC’s Compliance Statements regarding Its Charity Care and CLAS Programs either Are Devoid of Factual Information or Lack Specific Factual Support.

CPMC uses a two-page table to summarize its compliance with healthcare provisions of the DA. In a listing regarding transition to the ACA, a commitment column states: “Ensure Charity Care policies comply with California law and do not deny Charity Care patients access to inpatient services.” The compliance statement column states: “CPMC maintained Charity Care policies that comply with California and ensured access to Charity Care patients to inpatient services.” The supporting documentation column cites only “2019 Charity Care Policy,” which is as described nothing but its written policy with application and other forms. The policy became effective on January 1, 2016, and was due to be revised in 2019, though there is no indication it has been revised. CPMC provides no factual information nor data regarding its implementation of the policy and its usage by patients. It simply asserts that access has been ensured.

CPMC adopts a formalistic approach in its compliance statement regarding the availability of Culturally and Linguistically Appropriate Services (CLAS). The DA provision to provide such services is mandatory. CPMC’s supporting documentation is a 2018 CLAS Report, which matches national CLAS Standards with three columns of self-described goals, processes, reviews, surveys, and materials. The listings are long, but they lack references to specific and accessible documentation addressing the effectiveness of the methods undertaken. To facilitate a realistic assessment of its efforts, CPMC in separate supplemental filings should have provided relevant patient and services data as well as illustrative examples.

With the August 2018 opening of the Mission Bernal Campus and the March 2019 opening of the Van Ness Campus, CPMC cannot be allowed to skirt its responsibilities under the DA to provide a thorough and comprehensive assessment of the actual cultural and linguistic appropriateness of its new hospital campuses for all San Franciscans. For example, how much has CPMC spent on staffing of CLAS activities and for what kinds of positions in which units,

and what do surveys say about the comfort level of patients from diverse backgrounds who receive services at CPMC campuses? A compilation of various approaches for meeting CLAS standards put together before the openings of CPMC's new campuses is not responsive to the experiences of most CPMC patients during 2019. Moreover, the most important determinations concern CPMC's effectiveness or ineffectiveness in meeting the purposes of the CLAS standards, for which empirical evidence is necessary and which is not to be found in CPMC's 2019 Compliance Statement.

Previously, SFHHJJ had raised in its comments on CPMC's compliance statements issues concerning the availability and accessibility of bilingual services in the diabetes clinic at St. Luke's Hospital, none of which ever satisfactorily acknowledged or resolved. In 2015, CPMC conducted a partial CLAS Assessment that it submitted to the Department of Public Health. A rigorous factual assessment focused on the patient and services impacts of CPMC's CLAS approaches needs to be part of each year's DA compliance statement.

In Its Compliance Statement, CPMC Sidesteps Its Responsibilities for Meeting the Healthcare Needs of Tenderloin Residents and Addressing the Crisis in the Availability of Sub-Acute Care in San Francisco.

A major objective of the Development Agreement is to increase the availability and accessibility of CPMC's hospital and other healthcare services for Tenderloin residents. The requirement is to provide such services to at least 1,500 new Medi-Cal enrollees residing in the Tenderloin. Everyone anticipated that meeting this objective would not be easy, mainly because there was not a primary care clinic in the Tenderloin that qualified as a Medical Services Organization (MSO), which is a Medi-Cal managed care requirement. Other concerns were the distance of the old CPMC campuses to the Tenderloin and the appropriate cultural and linguistic receptivity of those campuses for the diverse low-income Tenderloin population.

The opening of the Van Ness Campus in March 2019 remedied any concern about proximity and provided new opportunities for CPMC to show the effectiveness of its CLAS policies. Yet, CPMC fails to present in the Compliance Statement any information about the extent to which the Van Ness Campus has provided services to Tenderloin residents, what measures it has taken to outreach to Tenderloin residents regarding the availability of services at the Van Ness Campus, and what specific design and operational decisions were made to further the development of the Van Ness Campus as a hospitable facility for a culturally and linguistically diverse population and how effective were those actions.

As is past compliance statements, CPMC does mention its working with St. Anthony's Medical Clinic in the Tenderloin, in particular, in facilitating a relationship between North East Medical Services (NEMS) as an MSO and St. Anthony's. CPMC also notes that it "is the hospital partner for one of St. Anthony's participating medical groups and will work with them to grow enrollment to 1,500 members." But, CPMC discloses nothing about how it is working with St. Anthony's to grow enrollment.

Furthermore, also following its past compliance statement practices, CPMC provides no data about the number of Tenderloin residents newly enrolled and receiving services from CPMC on

referral from St. Anthony's or any other Tenderloin-serving medical clinic. In past years, it has been the City in its review of CPMC's compliance with the DA that has provided such data. The data is highly disappointing. The City found that in May 2019, St. Anthony's had 174 members (2 Healthy Kids and 172 in Medi-Cal) enrolled in the NEMS/CPMC partnership.³ This total number is two less than the number enrolled in May 2018.

For the last several years, CPMC merely repeats the same few sentences it used the year before to describe its performance of Tenderloin-targeted obligations. It is not forthcoming in preparing its annual compliance statements. Much more devastatingly, CPMC is not constructively engaged in providing the kind of financial, technical, and organizational support St. Anthony's or any other Tenderloin primary care clinic needs to be fully functional at a level capable of serving 1,500 Tenderloin residents.

CPMC now has a state-of-the-art hospital next to the Tenderloin. Yet it continues to shirk its promises and responsibilities to Tenderloin residents and San Franciscans generally. The commitment to serve 1,500 new Tenderloin Medi-Cal enrollees ends in three years and is in danger of becoming an empty promise. It was meant to be an ongoing responsibility. CPMC or another Sutter Health entity needs to step up and become an active and generous partner in the provision of primary care services in the Tenderloin. Similar expansions in Sutter Health services now exist in other City neighborhoods. The City must stop giving CPMC an unwarranted DA pass for its narrow, passive, and insufficient approach to meeting the healthcare needs of Tenderloin residents.

CPMC has been similarly negligent in meeting the needs of San Francisco residents for sub-acute care. Except for a single passage that CPMC work with DPH and other San Francisco hospitals on a report regarding good faith efforts to provide sub-acute care in San Francisco, the DA is silent on CPMC's responsibilities in this critical service area. CPMC initially, and at times afterwards, speciously argued that the DA absolved it from any obligation to provide sub-acute care services in San Francisco. Neither San Francisco public health officials nor members of the Board of Supervisors have accepted CPMC's preposterous argument and, throughout the DA monitoring period, have attempted to prevent CPMC from closing the last remaining hospital-based sub-acute care unit in San Francisco and to have CPMC engage instead in seriously planning for providing its fair share of San Francisco sub-acute services. CPMC's response has been a half-hearted measure to provide sub-acute care services at the Davies Campus for a declining number of existing CPMC patients until they die or otherwise leave, and to refuse to commit to or plan for the ongoing provision of such services at one or more of its campuses.

In 2019, several members of the Board of Supervisors made unannounced visits to the Davies sub-acute care unit and witnessed firsthand the inadequate staffing and lack of timely responses from staff to patient needs. At this time, there are 8 remaining patients in the Davies sub-acute care unit. Once sub-acute care beds are no longer occupied, CPMC allows the state licensing for maintaining those beds to lapse. CPMC makes no mention of these facts in its Compliance Statement which, unsurprisingly, totally avoids acknowledging the extent of its responsibility for the crisis in the availability of sub-acute care services in San Francisco.

³ Annual City Report on CPMC LRDP Development Agreement (Sept. 9, 2019), at p. 35.

For most of the period since the signing of the Development Agreement, San Francisco residents needing long-term sub-acute care have had to rely on facilities in other counties, sometimes as far away as Los Angeles, at great psychological cost for them and their families and friends as well as increased financial costs for their visitors. The tolls are also felt in the ability of family and friends to monitor sub-acute care treatment of loved ones and in the adverse impact on the quality of life of sub-acute care patients when visits from friends and family are infrequent.

The soon pending total demise of sub-acute care services in San Francisco needs to be reversed immediately and requires a major collective effort from San Francisco hospitals and governmental bodies. So far, CPMC has been a reluctant, minimal participant at best. Its refusal to provide permanent sub-acute services is a major part of the problem. The City in its annual DA report must not let CPMC escape and evade its responsibilities.

CPMC's Compliance Statement Presents Partial or Incomplete Information about Hiring Practices, Transportation Planning, and Healthcare Services System Impacts.

In 2019, CPMC improved its coordination with the Office of Economic and Workforce Development (OEWD) in utilizing the First Source (FS) entry level hiring program. The results were that 58 of the 102 entry level employees hired by CPMC in 2019 and 23 of the 46 total hires in the first three months of 2020 came through the FS program, which means that they were San Francisco residents. These numbers exceeded the 40% goal specified in the DA. CPMC further reported that 69% of the 2019 FS hires and 74% of the 2020 FS hires were from DA priority lower income neighborhoods. As in the past, CPMC offers no explanation of why its overall entry level hiring is much less than projections at the time of the DA's adoption and fails to provide any information regarding the retention rate of new hires.

In addition, CPMC ignores addressing the impact of the Covid-19 pandemic and the ensuing economic crisis on projections regarding available jobs. Instead, it submits as an exhibit a report prepared by OEWD and dated August 7, 2019, on CPMC positions currently filled, currently available, and projected to become available over the next 12 months. Such employment force projections should have been updated by CPMC before submitting its compliance statement. Further, CPMC did not even bother to qualify or delete its reference in the entry level hiring summary to a very low unemployment rate as a continuing major challenge to its hiring efforts. Although these points are relatively minor, they underscore the cavalier approach adopted by CPMC in meeting its DA obligations.

With the opening of CPMC's two new campuses, construction hiring information is now only historically relevant. In that regard, it is important to note that in 2019 as for the past few years, CPMC fell short in meeting its goals for total hours worked by San Francisco residents (24% overall rather than 30%) and entry level positions for union apprentice candidates (30% rather than 50%). For this reporting cycle, CPMC hides behind the DA's weak good faith standard to support its claim that it is in compliance with DA provisions.

The thrust of CPMC's response regarding the DA's emphasis on encouraging the use of public transportation and discouraging the use of single occupancy vehicles is to report on findings

from two 2019 surveys, one conducted of employee/physician commuters and the other of patient/visitors.

The employee/physician survey indicates little change in modes of transportation from the 2018 survey. Fifty-four percent of employees and physicians drive alone to and from work. A difference is that now close to 50 percent work at the Van Ness Campus. There also have been declines in the number of personnel residing in San Francisco and East Bay counties and increases in the number residing in South Bay and outlying areas. In 2019, 43 percent of CPMC staff lived in San Francisco. Although a DA requirement, the CPMC report contains no information regarding the use of Clipper Cards as subsidized by CPMC as a method of encouraging increased reliance on public transportation.

The previous patient/visitor survey was conducted in 2016. The key comparative findings with the 2019 survey are that use of ride-hailing services has gone up by 3.5 percent, driving alone has decreased by 4 percent, and use of public transportation has gone down by 1 percent. On an issue of note not covered by the survey, CPMC nowhere addresses the usage of the large parking garages on the Van Ness Campus by nighttime neighborhood restaurant and entertainment patrons and the impacts of this new parking option on the surrounding streets and on modes of transportation other than private vehicles used to visit neighboring nighttime destinations.

To limit health insurance rate increases for San Francisco government employees as part of the City Health Services System, the DA capped the rate of annual increases CPMC can impose on employee benefit plans providing such insurance coverage. CPMC represents that the rates of increases for 2019 were at or below the Medical Rate of Inflation plus 1.5% as compared to 2018. CPMC did not append an independent actuary report verifying its representation. It did note that it did provide at the City's request independent actuary verification for the period between 2015 and 2017. It is incumbent that the City request a similar report for 2018 and 2019. The City's expenditures on employee benefits are huge.

Time and again CPMC has shown that it is neither forthcoming nor candid in its compliance statements. The City must be ever vigilant and seek further explanations and obtain, whenever appropriate, independent verification of CPMC's representations.

Conclusion

With the Covid-19 pandemic, an economic crisis of unusual magnitude, and widespread re-awakened and new awareness of the vast inequality and the depth of institutional racism within American society, all public and private decisions are now much more complicated and challenging than they were a year ago. Public health and the accessibility of healthcare services are especially central during these extraordinary times. The top managers of CPMC and Sutter Health have not been trustworthy players in meeting the healthcare needs of lower income San Franciscans. Their attention is too much on the financial bottom line. The next year is going to be especially trying for hospitals, operationally and financially. If CPMC adheres to its prior behavior under the DA, it will try to cut back further on the services provided lower income San Franciscans, particularly Medi-Cal beneficiaries. Now is the time for the City to invigorate its oversight of CPMC and certainly not to be maneuvered or lulled into lessening it.

Respectfully submitted on behalf of SFHHJJ,

Mark N. Aaronson

Mark N. Aaronson

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



Physicians Organizing Committee

450 Sutter Street, Suite 1812 ♦ San Francisco, CA 94108 ♦ (415) 434-9335

Geoffrey Wilson

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3/12/22

David Chiu

San Francisco City Attorney

1 Dr. Carlton B. Goodlett Pl.

San Francisco, CA 94102

Dear David,

I am writing at the request of several of our members to ask your assistance in getting Sutter/CPMC to live up to their commitment to keep Labor and Delivery services open at St. Luke's Hospital (now the Mission Bernal Campus (MBC) of CPMC).

As a supervisor, you were a great champion in helping us prevent the closure of the hospital and getting Sutter to commit to building a new one. To insure the new hospital serving poor and uninsured patients in the Mission District was built in a timely manner and that Sutter/CPMC did not deprioritize it in favor of the Van Ness campus near their wealthier patient base, the construction timetable had certain mileposts Sutter had to meet or they faced stiff financial penalties.

Similarly, to prevent them from abandoning or deprioritizing services at MBC, the Development Agreement included a mandate to keep certain services available at MBC. Should they default on this commitment, per page 39, Section 9.4.4, subsection e of the Development Agreement:

"CPMC shall pay to the City within thirty (30) days following the Default an amount equal to Two Million Dollars (\$2,000,000) for the fiscal year in which the Default occurred."

(Excerpt from the 2013 Development Agreement)

One of the core services spelled out in the Development Agreement was Labor and Delivery, which, per the Agreement, CMPC is to maintain for 10 years after the opening of the hospital, which occurred on August 25, 2018.

In March 2020, CMPC moved Labor and Delivery services out of MBC, purportedly to make space for COVID patients. *They never treated a single COVID patient on that floor* (the 7th floor of MBC), which remains completely vacant to this day. That makes two years, so an argument could be made that they owe \$4 million to cover the two fiscal years for which they have been out of compliance.

Meanwhile women have come to MBC in labor and had to deliver in the Emergency Room - a dangerous situation should gestational diabetes, eclampsia or any other abnormal condition present itself, as the ER lacks the trained back-up staff needed to treat both an acutely ill mother and child. These conditions are more likely to go undetected in under and un-insured women who don't get prenatal care.

David Chiu - SF City Attorney
Sutter/CPMC Labor and Delivery Default
Page two

Other women who arrived at MBC in labor have been transported out of their communities across town to the Van Ness Campus – exactly the kind of circumstances the Development Agreement was written to prevent.

In another case, a woman in labor was brought to MBC from Pacifica, not knowing the Labor and Delivery unit had been closed, only to be transferred all the way to Castro Valley to deliver. Other institutions that counted on the Labor and Delivery Unit at MBC such as UCSF have had to send patients as far away as San Jose to give birth as there were no labor and delivery beds available in San Francisco. The beds at MBC are needed.

In August 2021 the staff who formerly worked at MBC sent a petition to Tina Bray, Chief Nurse Executive at CMPC requesting a reopening date for the Labor and Delivery unit. She did not respond with a date.

At a January 20, 2021 joint hearing of the Planning and Health Commissions to review Sutter/CPMC's compliance with the Development Agreement, the default was noted in relation to Labor and Delivery. Under questioning from Commissioner Ed Chow, M.D. CPMC CEO Warren Browner refused to give a date when Labor and Delivery services at MBC would be reinstated.

Medically, ethically and legally this matter has dragged on far too long. Sutter's lack of good faith in complying with the development agreement should cost them all the mandated penalties. Even after agreeing to reopen the center, if Sutter/CPMC does not aggressively move to hire all necessary staff and effectively promote the services, the fees should be used to make sure that patients in the hospital's catchment area have access to a fully staffed facility for low-risk births. In addition to hiring the necessary staff, this includes marketing the services to appropriate patient pools and referral sources promoting the fact that that MBC has a full range of culturally and language-appropriate services from midwifery to a Level II Neonatal Intensive Care Unit.

Additionally, we believe it appropriate to extend their obligation to maintain the specified health services in Section 6 of Exhibit F an additional 10 years, until 2038. At the same time it would be prudent to do an in-depth review of the entirety of their obligations in Section F and, where appropriate, mandate an extension of those obligations as well.

Sincerely,



Geoffrey Wilson
President
Physicians Organizing Committee


SAVE the Davies Warm Community Pool!

Colette Hughes <coletteihughes@gmail.com>

Wed 6/15/2022 3:37 PM

To: melissa.white@sutterhealth.org <melissa.white@sutterhealth.org>; Thornhill, Jackie (BOS) <jackie.thornhill@sfgov.org>

Cc: Alison Wright <alirite7@gmail.com>; Alana Ackerman <aacker02@gmail.com>; Paul Karlstrom <pjkarlstrom@gmail.com>; Billie Wall <rnbwall@sbcglobal.net>; Raia <raia@sdaction.org>; Michael Lyon <mlyon01@comcast.net>; Morewitz, Mark (DPH) <mark.morewitz@sfdph.org>; Purl, Elizabeth (CPC) <elizabeth.purl@sfgov.org>; Colette Hughes <coletteihughes@gmail.com>; Mary Law <Bayvuer@aol.com>; Fancher B. Larson <flarson@sonic.net>; Brenda Martin <martbrenda@gmail.com>

 3 attachments (167 KB)

Pool Therapy letter to Krevans 9_29_2021.pdf; COMMENTS for CPMC Development Agreement Compliance Joint Hearing Continued to January 20, 2022.pdf; Alison Wright, San Francisco.granica.pdf;

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

June 15, 2022

Dear Melissa White,

This is Colette Hughes following up on the actual status of the warm pool at the Davies Campus on 45 Castro Street. I have lived in San Francisco for most of my life, am a former nurse and human rights attorney and a member of Save Our Warm Davies Pool Participants. The pool participants reached out to Supervisor Rafael Mandelman's Office. After hearing from you, Legislative Aide Jackie Thornhill encouraged me to ensure you have what you need from us. We hope you find this information helpful.

Our understanding is that you informed Jackie Thornhill that the warm pool opened up the first week of June for therapy patients, either 1:1 or group (up to four) and that it had been closed due to COVID. We again ask for written clarification on the nature and extent of the pool services at the Davies Campus and the process for obtaining what sounds like supervised movement therapy in the pool and not access for public use by community pool participants.

Please help us obtain desperately needed community pool exercise services. Former participants continue to deteriorate and suffer exacerbations of pre-existing conditions such as arthritis, diabetes, and hypertension. Reports of depression are common. For many of us, weekly visits to the community pool exercise program were the ONLY outside activity and the ONLY way to access needed exercise. If the pool was closed until June 1st, 2022 due to COVID, it is now also time to restore the community pool supervised group exercise program that served hundreds of disabled, elderly and injured residents so well.

What follows is a basic timeline and supporting information.

March 2020: Community pool participants received telephone messages from Francesca, the Coordinator of the Pool Program, stating that because of the COVID-19 health crisis the pool would be closed until there was a call back with a return date.

April 2020: Sutter Health CPMC returned a check to me for aquatherapy exercise classes that could not happen due to the pandemic with a notice stating: "DUE TO THE CURRENT HEALTH CRISIS, THE POOL IS CLOSED INDEFINITELY."

May 2020 : Pool participants received a letter from Sutter Health CPMC Department of Physical Medicine & Rehabilitation signed off by Manager Hal Fisk, PT ,DPT and Director Marc Villareal R.N., saying "We regret to inform you that the community pool program at our Davies Campus is closed." Enclosed was a list of other public pools within San Francisco and the surrounding area, none of which were available at the time due to the pandemic nor could replace the supervised small group classes at the Davies Campus.

The beloved very warm Pomeroy Center pool is located near the zoo by the Great Highway in San Francisco and is too far to travel for those who rely on paratransit taxi services or public transportation. Pomeroy has had to limit hours because of difficulty hiring enough lifeguards, and the pool at the Jewish Community Center is not warm enough to be an alternative for many of us. All of these aquatherapy mobility resources, and more, are needed by the community!

June 2021: We sent a USPS Certified letter dated June 29, 2021 to protest the closing of the warm rehabilitation pool and exercise program to Ms. Sarah Krevans, the former President and CEO of Sutter Health. It was tracked as delivered on July 1st in Sacramento. We never heard from Ms. Krevans or anyone else in her stead. [1]

July 2021: The letter to Ms. Krevans was hand-delivered to Hal Fisk and Marc Villareal at 45 Castro.

September 2021: With support from Senior and Disability Action and with the endorsement of the San Francisco Gray Panthers, we launched our online petition. The link is: <https://chnng.it/HjNdnXPbB2>, or go to [change.org](https://www.change.org) and type in "Save the Davies Warm Community Pool!".

November 24, 2021: Warm Pool Participants emailed Harold Fisk and Marc Villareal encouraging them to review our online petition and asking for help to determine the actual status of the pool program. We noted that no Sutter Health Executive had ever contacted us, and that conflicting and shifting explanations for why the pool remained closed continued to be provided by line staff.

January 20, 2022: We provided written and oral comments at the CPMC Development Agreement Compliance remote Special Joint Hearing of the San Francisco Planning and Health Commissions. We asked the Health Commission to determine whether closure of the Davies Community Pool Program necessitated a Proposition Q (1988) Hearing and asked that the warm pool areas be safeguarded. [2]

Warren Browner, M.D. & CEO of CPMC, was present for questions by the Commissioners and noted that he was not an expert in physical rehabilitation, that the pool had poor ventilation, was leaky and could not be kept up with during COVID. Dr. Browner noted that most medical facilities aren't lucky enough to have a warm pool. The community pool should reopen for public use NOW! (Although there were some technical problems during the remote hearing, the Granicus record is basically understandable. Let us know if clarification by pool participants is needed.)

May 2022: Community Pool Participant Colette Hughes underwent a total knee replacement at CPMC St. Luke's Campus to stabilize her gait and is still waiting to access the pool program for proper aquatherapy rehabilitation. Due to Complex Regional Pain Syndrome (CRPS), Colette will need access to a warm community pool for the rest of her life. Most participants went to the pool once or twice per week to maintain or increase physical strength and mobility and to decrease pain without the use of opioids. (Please read the public comment by Alison C. Wright, disabled client of CPMC Davies Medical Center aquatic exercise class for the Special Joint Hearing of January 20, 2022 - from a draft of the minutes, attached here as a PDF [3])

As email addresses have been difficult to verify, please accomodate us by forwarding this information to Sutter staff, including Interim President and CEO of Sutter Health James Conforti and other members of the Board, as well as Dr. Warren Browner so that everyone has the information they need to restore community pool exercise services.

We look forward to hearing from you within 10 days and appreciate your help. I am available to meet any day except June 24th.

In community,
Colette I. Hughes
coletteihughes@ Gmail.com
415-503-9664 and
Alison C. Wright, by email only at
alirite7@Gmail.com

On behalf of Save our Warm Davies Pool Participants

Colette I. Hughes
77 Fair Oaks Street
San Francisco, CA 94110
June 29, 2021

Ms. Sarah Krevans
President and Chief Executive Officer
Sutter Health, Bay Area
2200 River Plaza Drive
Sacramento, CA. 95833

Via USPS Certified Mail

Dear Ms. Krevans:

This is a letter to protest the closing of the warm rehabilitation pool and community aquatics exercise program at the Ralph K. Davies (RKD) Campus in San Francisco. These crucial services were shut down without community input and this violates Sutter Health's own mission to enhance the well-being of people through a not-for-profit commitment to compassion and excellence in health care services as well as the Governor's Master Plan for Aging which supports access to services that optimize health and quality of life. The decision adversely and disproportionately affects elders, people with disabilities, the poor, and people of color and should be rescinded. Now is the perfect time to restore post Covid-19 community pool and rehabilitative services.

As a former nurse who worked on the stroke care unit at RKD, I am deeply saddened by Sutter's corporate decision to close its only remaining warm pool in the city. Where are patients who have had a stroke, spinal injury, or other serious illness or traumatic injury to be treated with aqua therapy as part of a comprehensive rehabilitation program? Given the growing historical need for warm pool exercise services in the community, I question the failure to provide for additional warm hydrotherapy services at the newly constructed Sutter hospital on Van Ness Avenue in San Francisco.

For me, as for others in the classes, water-based exercise is vital because of disability or medical conditions which render land-based therapy intolerable and even harmful. I first received one to one hydrotherapy for Complex Regional Pain Syndrome with the assistance of a caregiver and a walker, then with a helper and a cane and then finally on my own by taxi, participating twice weekly for more than fifteen years. I anticipated participating in the warm community pool program at RKD for the rest of my life. The program helped me to build and maintain muscle strength, increase balance, better cope with pain and even avoid surgery. Without aqua therapy services, my health may continue to deteriorate and require intrusive and expensive interventions that I could otherwise avoid. Closing the pool permanently when the need is so great following the months and months of isolation due to COVID-19 is a breach of the public trust.

Nothing in this letter indicates discontent with RKD hospital aquatic program staff or their direct supervisors. I am grateful to the community pool program teachers for their encouragement and knowledge and for making me feel safe and respected. I will always remember the

professionalism and kindness shown to me when I twice had to be extricated from the pool because of a CRPS attack.

In March of 2020, I received telephone messages from the coordinator of the pool program stating that because of the COVID-19 health crisis the pool would be closed until there was a callback with a return date. No mention was made of closing down the pool or the aquatic exercise program. In late April I received a written note in the mail stating “Due to the current health crisis, the pool is closed indefinitely.” (See enclosed.) Given the pandemic, I was not surprised and looked forward to the eventual reopening. Again, nothing was said about any consideration to close down the pool or the community pool program permanently.

Then in May 2020, I received a letter From the Department of Physical Rehabilitation stating in part: “Dear community pool participant, we regret to inform you that the community pool program at our Davies Campus is closed. We recognize the importance for you to continue to address your health and wellbeing and having access to a pool program that best fits your needs.” (See enclosed.) A list of bay area resources was provided, and all were unavailable due to the pandemic. Most of the referrals are not appropriate for community pool participants like me as they do not provide for a warm aquatics exercise program, require lap swimming capability or are inaccessible due to location, physical plant, or participation requirements. To illustrate, the Mission Pool reopened for outdoor lap swimming only which doesn’t meet my needs or the needs of community pool participants, most of whom cannot swim, let alone outdoors.

No explanation for closing the pool on a permanent basis was provided and there was no opportunity to be heard. The decision lacks transparency and raises the question as to whether the COVID-19 health crisis was used as a pretext to end the services for cost savings or other reasons not known to the community.

Given the urgent need to swiftly restore services, I ask that you personally shepherd this letter of protest through corporate channels. Please contact me in writing within ten days of receipt of this letter and let me know what steps you have taken to ensure the timely restoration of warm water exercise classes and rehabilitative services at RKD. I look forward to hearing from you.

Sincerely,
Colette I. Hughes

Mobile Phone: (415) 503-9664
Email Address: coletteihughes@Gmail.com

cc: Harold Fisk, PT, DPT
Marc Villareal, RN

Colette I. Hughes
77 Fair Oaks Street
San Francisco, CA 94110

January 17, 2022

By electronic submission to: elizabeth.purl@sfgov.org
Elizabeth Purl, Development Performance Coordinator
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: Comments of Save Our Warm Davies Pool Participants for California Pacific Medical Center Development Agreement Compliance Joint Hearing Continued to January 20, 2022.

Dear Ms. Purl,

These comments are provided by prior users of the California Pacific Medical Center (CPMC) aquatic therapy program. We have organized to save the warm community pool and rehabilitation services which were unilaterally shut down by Sutter Health in 2020. We are not a party to the development agreement but have an important interest in the manner in which the reconfiguration of the campuses serves the interests of the patients and the community at large, particularly those who are elderly or have disabilities. The months and months of isolation from family and friends which has included the lack of meaningful exercise as most of us cannot tolerate land-based exercise has taken its toll physically and emotionally. The need for community pool and aquatherapy services is great.

San Francisco no longer has warm pool individualized rehabilitation or a community-based aquatics exercise program that is part of a medical facility because CPMC/ Sutter Health shut down its only remaining site at the Davies Campus in May of 2020. Pool users did not expect this, given assurances as of March and April 2020 that the pool was closed only due to the pandemic. We fully expected to return to the pool when local health directives permitted. This cessation of services was accomplished without stakeholder and community engagement and placed the physical and emotional well-being of numerous elders, and others, in harms' way. This requires careful review by local officials. We want to know whether closure of the Davies therapy pool program necessitated a Proposition Q (1988) hearing.

Unable to find suitable alternative warm pool therapeutic services, the purported permanent closure was objected to by prior pool users in a June 2021 letter to Ms. Sarah Krevans, the President and Chief Executive Officer of Sutter Health, which remains unanswered. Davies Campus administrators have likewise been unresponsive to our inquiry about the actual status of the pool program which was prompted by various and shifting statements by staff concerning its viability. To demonstrate, in the fall of 2021, former pool users and physical therapy patients were told that aquatherapy services would likely be restored on an individual basis; that the pool

had been removed (only to determine the next day that the pool was fully intact but the water cold) and, that there is no talk of closing the pool, but it is not being used because the plumbing is old and leaky and the whole thing has to be reconstructed at great expense which was “discovered” on attempt to re-open it post COVID. Sutter Health has never provided former pool participants with any meaningful information about how or why services at the pool were deemed expendable. We ask that all information relating to the physical condition, construction, maintenance, and repair of the pool be made transparent.

With the support of Senior and Disability Action, (a local nonprofit organization which works to identify and address the needs of frail elders and people with disabilities), pool users created an online petition detailing our concerns and asking for help from the community at large . We are gratified by the more than 160 individual supporters of the online petition as well as the endorsement of the Gray Panthers of San Francisco. We ask that you consider the petition in its entirety. The link is: <https://chng.it/HjNdnXPbB2>

Sutter Health has a shameful Bay Area history of shutting down warm pool and other services to the elderly who have had strokes and people with disabling and debilitating chronic pain conditions that are not making enough profit for them. The pool at the Pacific Campus in San Francisco and its renowned Wellness Program was shut down in 2017 and the 100 people needing warm pool exercise classes relocated to the Davies Campus. <https://www.sfgate.com...> This vulnerable group of prior pool participants suffered two traumatic warm pool therapy shutdowns. Now all those people who should have been cared for, and all those who would have followed, are without the care they need. This corporate conduct warrants attention.

Unknown to pool users at the time, Sutter also moved forward with the attempted permanent closing of the therapeutic pool at the Mills-Peninsula Medical Center (a Sutter Health affiliate in San Mateo), and in much the same manner as they shut down the Davies pool - without outreach to those directly affected. In June of 2021, Sutter Health announced that it would be permanently closing this much needed facility for independent use by patrons. This was the third local closure by Sutter of a San Mateo program benefiting seniors and those with disabilities. Sutter Health decisions are having a detrimental impact on countless Bay Area residents’ ability to recover, thrive and enjoy an overall quality of life which needs to be addressed.

https://www.smdailyjournal.com/news/local/users-fighting-to-save-therapy-pool-in-san-mateo/article_5c351ae6-e068-11eb-8b39-a7b8bcce0711.html A petition to save the San Mateo pool is available online at change.org/save-the-Mickelson-pool.

Although CPMC advertises a world-class rehabilitation and stroke center, it can no longer be considered one, since it ceased providing the core individualized and comprehensive service that distinguished it. We want to know why aquatherapy services were not planned for at the Van Ness location, where people who have had strokes, head injuries, and other conditions warranting the use of inpatient or outpatient aquatic therapy are being sent for treatment, and how they are doing. The beloved warm public pool at the Pomeroy Center on Skyline Boulevard is too far away for many to get to, is not readily accessible by taxi or public transportation, and cannot provide the type of individualized services that so many need. CPMC policies and practices which allowed this to happen must not be tolerated by local officials.

The Davies pool must be safeguarded and remain intact. The therapy pool at the Pacific Campus, to the extent possible, should also be protected. All contractual information related to the construction, maintenance, and repair of both CPMC therapy pools dating back to 2013, should be reviewed for accuracy and transparency and made public in a culturally, linguistic, and disability competent manner. Sutter Health should immediately turn its attention to reopening the warm pool services at 45 Castro Street so that we can all begin to recover from the pandemic.

In community,

Colette I. Hughes

coletteihughes@gmail.com

415-503-9664

and

Alison C. Wright, by email only

alirite7@gmail.com

On behalf of

Save Our Warm Davies Pool Participants

My name is arnold wright, and I
am a disabled client of cpmc
davies medical center aquatic exercise class. I would like the commission to
know that we're still here as
seniors and disabled clients of
cpmc, and we still need help
with our mobility, and we desperately need to return to
these aquatic exercise classes. Without this program, many of
us have no affordable or
accessible choices to continue our care, and the most important point is the
reduction of pain. That, I experience, and other
members have shared with me,
but the pain reduction from these classes without the use of pain medication is paramount
for seniors and disabled
patients' quality of life. Cpmc should be supporting this,
but they have closed our aquatic exercise class, and it
needs to be reinstated as a method of health care for those
of us who so desperately need
to strengthen our bodies after
a stay-at-home period of isolation and access these
services during the pandemic. It's necessary to maintain the
level of care for low-income
and community benefit for a historically underserved
seniors and disabled patients
who represent the pan pacific
islanders, african american,

latinx, asian, women, and other members who represent the
population breakdown of our city.

Please, please demand a change with their process. Thank you.

>> hi

SAVE the Davies Warm Community Pool!

Colette Hughes <coletteihughes@gmail.com>

Thu 6/23/2022 10:32 PM

To: melissa.white@sutterhealth.org <melissa.white@sutterhealth.org>

Cc: Alana Ackerman <aacker02@gmail.com>; Alison Wright <alirite7@gmail.com>; Billie Wall <rnbwall@sbcglobal.net>; Paul Karlstrom <pjkarlstrom@gmail.com>; Raia <raia@sdaction.org>; Michael Lyon <mlyon01@comcast.net>; Purl, Elizabeth (CPC) <elizabeth.purl@sfgov.org>; Thornhill, Jackie (BOS) <jackie.thornhill@sfgov.org>; Morewitz, Mark (DPH) <mark.morewitz@sfdph.org>; Mary Law <Bayvuer@aol.com>; Brenda Martin <martbrenda@gmail.com>; Ligia Montano <ligia@sdaction.org>; Fancher B. Larson <flarson@sonic.net>; Art Persko <ARTPERSKO@gmail.com>; Colfax, Grant (DPH) <grant.colfax@sfdph.org>; CaineP@sutterhealth.org <CaineP@sutterhealth.org>; DickensonA@sutterhealth.org <DickensonA@sutterhealth.org>; DennisB@sutterhealth.org <DennisB@sutterhealth.org>; FerraraJ@sutterhealth.org <FerraraJ@sutterhealth.org>; McNeeleyK@sutterhealth.org <McNeeleyK@sutterhealth.org>

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Melissa White
Bay Area Director, Government Affairs
Sutter Health

June 23rd, 2022

Dear Melissa White,

The SAVE the Davies Pool Participants are getting back to you with a few comments and suggestions about your email of June 17, 2022, which we appreciate receiving. Be assured that we are not speaking to the situation of one patient. We are concerned with the multitude of community members who participated in aquatic pool mobility classes over the decades and were promised they could return when the current health crisis permitted, and those who would follow.

Our understanding is that Sutter Health started providing prescribed short term individual and prescribed small group warm pool therapy sessions earlier this month. The community pool exercise program remains closed without explanation. Prescribed therapy by medical practitioners is based on an order or prescription and paid for by insurance or other means and is by nature time limited. Community pool classes were meant for a lifetime of well being. Medical clearance by one's physician and payment to California Pacific Medical Center (CPMC), were required. The exercise classes cost participants \$30.00 per month for one session per week or \$60.00 per month for 2 sessions per week.

There is only one therapy pool at the Davies Campus of CPMC. Individually ordered movement therapy and community pool exercise classes were conducted in the same dedicated space at 45 Castro Street in the South Tower for a long time. The warm pool exercise classes were supervised by therapy staff, not lifeguards. We want the ONLY medical facility-based warm water exercise program in

San Francisco restored at the revered Davies location. The City and County of San Francisco does NOT operate comparable buoyant warm water therapy pools or provide services that the elder and disabled community require for meaningful exercise and relief from pain. In order to obtain more history about the warm pool exercise program, we suggest that Sutter Health Executive Staff confer with Hal Fisk, Manager Of Outpatient Rehabilitation, CPMC, who has been in charge of these services for nearly 15 years. We also suggest that James Conforti, Interim President and Chief Executive Officer, Sutter Health, take action to address our concerns. Mr. Conforti and the Sutter Health Board of Directors are copied here.

We look forward to hearing back from Sutter Health within the next 7 days.

Sincerely,
Colette I. Hughes
coletteihughes@Gmail.com
415-503-9664 and
Alison C. Wright, by email only @
alirite7@Gmail.com
on behalf of
SAVE the Davies Warm Pool Participants



Cathedral Hill Neighbors Association

1200 Gough Street, San Francisco, CA 94109

sfchna.org

July 7, 2022

electronic submission to elizabeth.purl@sf.gov

Ms. Elizabeth Purl

Development Performance Coordinator

SF Planning Department

Re: Comments on CPMC's 2021 Compliance Statement- Exhibit K

Dear Ms Purl:

Input from the **Healthcare, Housing, Jobs and Justice Coalition (HHJJ)** was an important part of developing the provisions of **Exhibit K** in the 2013 **CPMC Development Agreement (DA)**. Neighborhoods were concerned about the impact of two new major hospitals, labor unions were involved in securing transportation benefits for their members and environmentalists and planners weighed in on the importance of reducing pollution and congestion from the impact of Single Occupancy Vehicle (SOV) trips and improving access for transit riders, bicyclists and pedestrians.

Both CPMC and Coalition representatives anticipated that the percentage of employees living in San Francisco would decline and that public transportation would become much more important in future years. Therefore, much emphasis was put on site selection on major transit corridors, improvements for public transit like the Van Ness BRT and shuttling employees from BART stations to campuses. There was no new employee parking authorized for CPMC hospital or MOB garages, and long term planning measures were put in place for studying impacts near the Van Ness campus.

Exhibit K has five areas for compliance. Sutter paid into a SFMTA fund for planning the Van Ness BRT and for studying new bicycle lanes in 2013. Also, a construction transportation and parking agreement was part of Exhibit K. **Those two requirements have been fulfilled.**

After the Van Ness Campus opened in 2019, there are requirements for garage parking fees to be paid to the SFMTA on an annual basis, and to commission a study to determine any reductions in traffic around that campus, or pay additional fees to the city. **It is unknown if either of these provisions have been implemented.**

The DA required that an annual survey of employee transportation choices be held each year. **which have been submitted.**

Also, the 2013 Sutter TDM Plan was required to be amended to encourage enrollment of CPMC employees into the **Clipper Card Program**, not just those who would be working at the new campuses. **No data on Card enrollees has ever been submitted.**

Section 8

- (1) promoting the Clipper Card subsidy at the annual transportation fairs held at each Campus, and;**
- (2) under taking additional outreach as necessary to drive up adoption and achieve the SOV reduction goals.**

We understand that transit fairs were held in 2018 and 2019, suspended in 2020 and 2021 due to the pandemic, and that transit bulletins and flyers were sent and posted in those years. The physician and employee annual surveys have been completed annually, and they show a concerning trend. As predicted, since the inception of the proposed Sutter/CPMC Institutional Master Plan (IMP) the percentage of CPMC employees that reside in San Francisco has steadily declined, from 55% in 2006 to 43% in 2019, with the expectation that those numbers will continue to fall further.

Also, the pandemic starting in 2020 reduced public transportation options and street parking enforcement, resulting in higher levels of SOV trips. Unfortunately, one unintended consequence has been for employees and physicians to believe that they can continue to increase SOV trips to CPMC facilities in SF in the future. In fact the number of employees getting to work in SOVs rose from 54% in 2016 to 63% in 2021, with 72% of those surveyed last year stating that they had no interest in changing their transportation mode.

Instead of robustly encouraging pre-pandemic transportation alternatives, CPMC has not resumed educating employees on transit benefits and options. Considering that each year more employees and physicians are traveling longer distances to work and that fuel prices have risen significantly, this is a disservice not just to street congestion and safety, but to their entire workforce.

However, with the resumption of MUNI, BART and other Bay Area transportation systems, the need for rigorous enforcement of both the CPMC TDM requirements and SFMTA parking restrictions are critical for ongoing functioning of all CPMC locations.

We find there is a need for updated transportation informational sessions and transit fairs in all CPMC locations as soon as possible. In addition, the rising gasoline costs should provide even stronger incentives for alternative means of transportation and enrollment in the Clipper Card program. CPMC though its Human Relations Department should be partnering with their respective labor organizations to ensure higher participation in these valuable benefits for employees and physicians.

We look forward to an updated report from CPMC on these communications, event and number of Clipper Card enrollees.

Best regards,

/s/

Marlayne Morgan, President
Transportation Chair, HHJJ Coalition