



City and County of San Francisco
Edwin M. Lee
Mayor

San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

Office of Policy and Planning

MEMORANDUM

DATE: November 25, 2015

TO: Edward A. Chow, MD, Health Commission President, and Members of the Health Commission

CC: Rodney Fong, Planning Commission President, and Members of the Planning Commission
San Franciscans for Healthcare, Housing, Jobs & Justice

THROUGH: Barbara A. Garcia, MPA, Director of Health

FROM: Colleen Chawla, Deputy Director of Health and Director of Policy & Planning

RE: December 3, 2015 Joint Hearing of the Health and Planning Commissions on the 2014 Annual Compliance Report for the California Pacific Medical Center Development Agreement

This memo provides you with additional background on 2014 Annual Compliance Report for the California Pacific Medical Center (CPMC) Development Agreement, which will be heard in a joint session of the Health and Planning Commissions on December 3, 2015. The following documents, attached, are referenced in this memo and provide additional background for your upcoming hearing.

- **Attachment 1: CPMC's 2014 Healthcare Compliance Report** (pages 6-40)
- **Attachment 2:** Pages 21 through 38 of the **Annual City Report** reviewing CPMC's performance on the healthcare obligations for 2014 (pages 41-56)
- **Attachment 3: April 28, 2015 Memo** from me to the Health Commission that provides an update on CPMC's compliance with the Development Agreement (pages 57-68)
- **Attachment 4: July 23, 2015 letter from** Ascanio Piomelli of the UC Hastings College of Law Re: Comments of **San Franciscans for Healthcare, Housing, Jobs & Justice** on Sutter-CPMC's 2014 Compliance Statement (pages 69-80)
- **Attachment 5: November 24, 2015 letter from** Ascanio Piomelli of the UC Hastings College of Law Re: December 3, 2015, Joint Hearing of Planning and Health Commissions: Response of **San Franciscans for Healthcare, Housing, Jobs & Justice** to City Report on Sutter-CPMC's 2014 Compliance Statement (pages 81-87)
- **Attachment 6:** Undated **letter** (sent via email on November 17, 2015) **from DPH to CPMC** regarding **Culturally and Linguistically Appropriate Services (CLAS) Standards** (pages 88-90)

Summary of 2013 Compliance with Healthcare Components of the Development Agreement

The San Francisco Planning Director and San Francisco Director of Health found CPMC to be in compliance with its obligations under the Development Agreement for the 2013 reporting year. While in compliance, Director of Health noted several areas of concern with CPMC's performance on its healthcare obligations, as follows:

1. Possible 2014 Baseline Charity Care Shortfall

CPMC had advised the Director of Health that it anticipated a shortfall of between 1,000 and 1,500 in the Baseline Charity Care Obligation to serve 30,445 unduplicated charity care or Medi-Cal patients. While the Development Agreement includes a two-year rolling average provision that would allow this shortfall to be made up in 2015, this shortfall was of particular concern since it was a key underpinning of the Healthcare Obligations contained in the Development Agreement.

2. 1,500 Medi-Cal Managed Care Beneficiaries in the Tenderloin

Among its Healthcare Obligations, CPMC is required to provide care to 1,500 Medi-Cal beneficiaries coming from a new partnership with a Tenderloin-based management services organization (MSO) or independent physician association (IPA) that has the ability to contract with Medi-Cal managed care. In the absence of a new Tenderloin-based MSO or IPA, the obligation requires partnership with a new Tenderloin-serving MSO or IPA to meet the 1,500 beneficiary obligation. This obligation expires if no qualified MSO or IPA is available prior to December 31, 2015. At the time of the report, no such new Tenderloin-based or Tenderloin-serving MSO or IPA existed.

3. Culturally and Linguistically Appropriate Services (CLAS) Standards

While CPMC had demonstrated that the CLAS standards have been adopted by CPMC as hospital policy, service changes at the St. Luke's Diabetes Clinic reported by CPMC and related concerns expressed by the community raised questions as to the cultural and linguistic appropriateness of some of CPMC's services. In response, the Director of Health requested a two-part peer review of CPMC's adherence to CLAS standards be conducted: 1) a hospital-wide review that will focus on the extent to which CPMC has institutionalized the CLAS standards into hospital operations; and 2) a review specific to the St. Luke's Diabetes Center that will focus on the extent to which the St. Luke's Hospital Diabetes Clinic is operating in accordance with the CLAS Standards.

4. Skilled Nursing Facility Beds

On June 17, 2014, in accordance with the Community Healthcare Planning Ordinance (San Francisco Proposition Q), the Health Commission held a hearing on CPMC's proposed reduction in skilled nursing facility (SNF) services, which included the elimination of 95 licensed SNF beds in the coming months and a total reduction of 174 licensed SNF beds after the rebuild of its two new hospitals. The Health Commission subsequently passed a resolution that the reduction would have a detrimental impact on healthcare services in the community and encouraged CPMC to work with DPH and other community and health care stakeholders to address the citywide need for SNF services.

Summary of 2014 Compliance with Healthcare Components of the Development Agreement

As in 2013, the Annual City Report includes a review of CPMC's Healthcare Compliance Report and concludes that CPMC is in compliance with its obligations under the Development Agreement for the 2014 reporting year. Following are highlights and updates on the key healthcare obligations:

1. 2014 Baseline Charity Care Shortfall

CPMC served a total of 28,596 unduplicated patients between 1/1/14 and 12/31/14. This number falls 1,849 short of the 2014 obligation. However, the two-year rolling average provision in the Development Agreement allows CPMC to make up this shortfall in 2015. Thus, to remain in compliance, CPMC must serve 32,294 unduplicated patients in 2015.

CPMC reached out to the Department of Public Health (DPH) when it became aware of the potential shortfall. CPMC and DPH met to discuss ways to increase services for Medi-Cal and charity care patients, including increasing partnerships with their existing Medi-Cal managed care provider and other partners, and exploring the possibility of CPMC providing certain services to DPH's San Francisco Health Network patients.

As a result of these conversations, CPMC partnered with DPH to provide diagnostic services for San Francisco Health Network patients currently on a waiting list for these tests. This arrangement has the double benefit of providing a way for CPMC to make up its 2014 unduplicated lives shortfall and also reducing the wait list for these services for San Francisco Health Network patients. CPMC agreed to perform 1,000 Echocardiograms and 400 Pulmonary Function Tests for San Francisco Health Network patients in 2015, by providing the facility component free of charge and directly compensating contracted physicians for reading/interpreting the diagnostic tests. Despite a high no-show rate of approximately 40 percent, as of October 2015, CPMC had served 402 San Francisco Health Network patients, providing 317 echocardiograms and 85 pulmonary function tests. DPH and CPMC staff have been working together to reduce the no-show rate and continue to work on reducing the San Francisco Health Network's waiting list for these tests.

As of November 2015, CPMC believes that it is on track to meet its baseline charity care commitment for 2015, including the additional 1,849 to satisfy the 2014 shortfall under the two-year rolling average provision. Despite this, CPMC has committed to continuing its partnership with DPH to reach the original goals of 1,000 Echocardiograms and 400 Pulmonary Function Tests.

2. 1,500 Medi-Cal Managed Care Beneficiaries in the Tenderloin

On August 1, 2015, North East Medical Services (NEMS) and St. Anthony's Medical Clinic launched a partnership that provides a pathway for CPMC to meet this commitment. Specifically, NEMS added St. Anthony's Medical Clinic's Tenderloin-based clinic to its existing Medi-Cal managed care network for which CPMC is the hospital partner. The creation of this partnership prior to December 31, 2015, prevents the expiration of this obligation and ensures that Medi-Cal managed care beneficiaries have access to a Tenderloin-based primary care provider and access to CPMC for needed acute care services.

As of November 15, 2015, 17 beneficiaries were enrolled in this new partnership. CPMC is obligated to remain open to this partnership for the remainder of the Development Agreement or until it reaches 1,500 participants, whichever is sooner. The partnership provides beneficiaries with a new choice when they choose or change their primary care provider. Beneficiaries may not be transferred to the new partnership without their consent. Thus, increased enrollment will be reliant on outreach and education.

The CPMC Innovation Fund has provided funding to St. Anthony's to support outreach and education to promote this new Medi-Cal partnership. In addition, the fund will support infrastructure enhancements at St. Anthony's to enable them to be a strong partner to NEMS and CPMC to serve Medi-Cal beneficiaries in the Tenderloin. As a provider that has not participated in Medi-Cal managed care previously, St. Anthony's will have to build its billing and patient tracking infrastructure to comply with Medi-Cal requirements.

3. Culturally and Linguistically Appropriate Services (CLAS) Standards

Though CPMC is in compliance with national standards, the Health and Planning Commissions expressed as part of the 2013 Annual Compliance Report review that they continued to have questions as to the cultural and linguistic appropriateness of CPMC services. Subsequently, the Director of Health requested a two-part peer review of CPMC's adherence to CLAS standards, as described earlier in this memo.

In response to these concerns, CPMC formed an internal task force to review their current compliance status and opportunities for improvement, and secured an outside expert to advise them. CPMC indicated that it would share with DPH the outcome of that assessment so DPH put the peer review request on hold pending the results of CPMC's assessment.

On September 30, 2015, CPMC shared with DPH their CLAS Standards Assessment. DPH's subject-matter experts reviewed this assessment. As a result of their findings, the Director of Health sent a follow-up letter to CPMC on November 17, 2015, requesting additional information for future annual reports and indicating her desire to proceed with the peer review of the St. Luke's Diabetes Clinic, as previously proposed. CPMC advised DPH that it would be meeting internally to develop a response to this letter.

4. Post-Acute Care and Skilled Nursing Facility Beds

As noted in my April 28, 2015 memo update to the Health Commission, the Development Agreement requires CPMC to work with DPH and other hospital operators to develop specific proposals for providing sub-acute care services in San Francisco. The date for presenting this information to the Health Commission was extended to December 31, 2015 in order to align this work with a related request by the Health Commission in response to the reduction in hospital-based skilled nursing facility (SNF) beds at both CPMC and at Dignity Health.

In August 2015, DPH, CPMC and Dignity Health launched the Post-Acute Care Project to address the Health Commission's concerns regarding the availability of SNF care in San Francisco and fulfill CPMC's obligation to develop proposals related to sub-acute care (which is a subset of SNF care). The scope of the Post-Acute Care Project was defined as: 1) subacute care; and 2) short- and long-term skilled nursing care for San Francisco patients discharged from acute care hospitals to the community.

CPMC contributed resources to support the design, research, analysis, facilitation, and community engagement for this project.

The project identified three primary goals: 1) summarize relevant skilled nursing facility data—current need, current utilization, future demand—and other data, including key informant interview findings; 2) identify community-based post-acute care alternatives; and, 3) develop recommendations for the Health Commission addressing subacute, skilled nursing, and community options to improve and expand post-acute care in San Francisco, especially for residents with unmet needs. The work of the Post-Acute Care Project is currently wrapping up and a final project report will be calendared for the Health Commission at the earliest opportunity, which will likely be in January or February of 2016.

San Franciscans for Healthcare, Housing, Jobs & Justice

DPH has appreciated the opportunity to meet regularly with members of San Franciscans for Healthcare, Housing, Jobs & Justice (SFHHJJ). We meet approximately quarterly and met most recently on October 19, 2015. These meetings allow DPH and SFHHJJ to exchange information and remain up to date on the status of the Development Agreement in between reporting periods. The meetings largely focus on the topics raised in this memo and in their letters of July 23 and November 24, 2015.

Public Dialogue on the Service Mix at Sutter-CPMC Hospitals

All but one of the points related to healthcare raised in SFHHJJ's letters of July 23, and November 24, 2015, are addressed in the sections above. One additional point SFHHJJ highlights relates to the public dialogue on the service mix at CPMC.

In the 2013 Compliance Statement, the Planning Director and Director of Health encouraged CPMC to establish opportunities for regular dialogue with the communities surrounding their new hospitals especially during this critical phase of development. On August 31, 2015, CPMC held a St. Luke's Campus community meeting. CPMC invited community members to a planning session to help shape the agenda for the August 31 community meeting and committed to a future meeting in six to nine months. DPH continues to believe that CPMC's communication with the community is critical to exchange information and ideas and to build trust. DPH encourages CPMC to continue the dialogue started on August 31.

ATTACHMENT 1: CPMC'S 2014 HEALTHCARE COMPLIANCE REPORT

ATTACHMENT 1: HEALTHCARE COMPLIANCE REPORT

California Campus
3700 California Street

Davies Campus
Castro & Duboce Streets

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

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

Item	Section	Commitment	Commitment Start Date ¹	Commitment End Date	Compliance Statement	Supporting Documentation
Participation in the Community Benefits Partnership	8	CPMC shall continue to actively participate in the Community Benefits Partnership, or its successor, to prepare a community benefit plan for submittal to OSHPD.	10/08/2013	10/08/2023	In compliance. CPMC actively participated in the Building a Healthier San Francisco (BHSF) Task Force and needs assessment process for submission to OSHPD. CPMC also actively participates in BHSF's successor, San Francisco Health Improvement Partnership (SFHIP).	
Service Agreements with Chinese Hospital	9	CPMC shall continue to provide pediatric, obstetric, and certain tertiary services to Chinese Hospital patients in a manner generally consistent with existing service agreements.	08/10/2013	08/10/2023	In compliance. During the period covered by this report, CPMC has continued to provide services generally consistent with existing service agreements.	
Culturally and Linguistically Appropriate Services	10	CPMC shall deliver at all campuses culturally and linguistically appropriate services that are representative of San Francisco's diverse communities and are in accordance with the mandates, guidelines and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS).	08/10/2013	08/10/2023	In compliance. CPMC delivers services at all campuses that are culturally and linguistically appropriate and in accordance with the mandates, guidelines, and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS).	CLAS Report
City Health Services System	11	For the period from 1/1/2014 to 12/31/2016, the negotiated fee for service increase for CPMC shall not exceed 5% annually as compared to the prior calendar year fee for service rates, and for the following 7 years CPMC shall limit annualized increases to no more than the Medical Rate of Inflation plus 1.5%.	01/01/2014	12/31/2024	In compliance. The negotiated fee for service rates in 2014 are at or below a 5% increase as compared to 2013.	
¹ 8/10/2013 indicates commitments on the Development Agreement Effective Date 11/8/2013 indicates commencement on the date Approvals were Finally Granted						
² There is a clerical error at the end of Sec.2.b. of Exhibit F, in that the number of existing enrollees as of January 1, 2012, should be stated to be 12,140, rather than 14,850. CPMC would suggest that this figure be corrected for future reference. The 14,850 figure referenced in the Development Agreement double counts Healthy Families members-- including Healthy Families as a separate count and as part of the Medi-Cal enrollees. This clerical correction does not affect CPMC's New Medi-Cal Beneficiaries Commitment, which remains at 5,400.						

EXHIBIT A

California Campus
3700 California Street

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Pacific Campus
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May 8, 2015

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

Dear Mr. Yu:

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

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

Our procedures included the following:

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

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

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

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

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

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

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

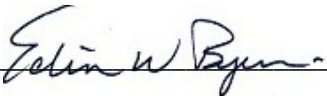
CPMC acknowledges that neither the services nor the Deliverable express or will express an opinion or any other form of assurance. The engagement is limited in nature and does not comprehend all matters relating to CPMC that might be pertinent or necessary to CPMC or the Recipient. CPMC acknowledges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

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

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

Very truly yours,

Deloitte & Touche LLP

By: _____

Ed Byers
Principal

EXHIBIT B

California Campus
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Davies Campus
Castro & Duboce Streets

Pacific Campus
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St. Luke's Campus
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May 8, 2015

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

Dear Mr. Yu:

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

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

Our procedures included the following:

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

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

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

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

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

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

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

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

Very truly yours,

Deloitte & Touche LLP

By: 

Ed Byers
Principal

EXHIBIT C

California Campus
3700 California Street

Davies Campus
Castro & Duboce Streets

Pacific Campus
2333 Buchanan Street

St. Luke's Campus
3555 Cesar Chavez Street

Mailing Address:
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SF, CA 94120
(415) 600-6000

FINANCIAL ASSISTANCE PROGRAM FOR LOW INCOME UNINSURED PATIENTS FREQUENTLY ASKED QUESTIONS

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

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

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

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

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

How Do I Apply for Financial Assistance?

Complete the attached form and return to:

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

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

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

How Does The Notification Process Work?

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

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

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

STATEMENT OF FINANCIAL CONDITION (Attachment A)

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

FAMILY STATUS: List all dependents that you support

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

EMPLOYMENT AND OCCUPATION

Employer: _____ Position: _____

Contact Person & Telephone: _____

If Self-Employed, Name of Business: _____

Spouse Employer: _____ Position: _____

Contact Person & Telephone: _____

If Self-Employed, Name of Business: _____

CURRENT MONTHLY INCOME

	Patient	Spouse
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, spouse and dependents from above) _____

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

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

(Signature of Patient or Guarantor)

(Date)

(Signature of Spouse)

(Date)

PLEASE RETURN THIS FORM TO:

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

AFFIDAVIT

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

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

Signature of Person Making Declaration

Address

Date of Declaration

City, State, and Zip Code

(Optional) Witnessed by

Title

EXHIBIT D

California Campus
3700 California Street

Davies Campus
Castro & Duboce Streets

Pacific Campus
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St. Luke's Campus
3555 Cesar Chavez Street

Mailing Address:
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SF, CA 94120
(415) 600-6000

Capitation Support - Medi - Cal

December-14

CPMC (CAL)NEM

Family/Foster/Refugee

Aged

Disabled / Blind

Indigent Child

Indigent Adult

BCCTP

Aged - Dual

Blind/Disabled - Dual

Child Converting from HF

Child 18

MCE

Adult19

Retro MCE rate change

\$

\$

Cap loss Stop Loss	Cap Rate Eff 12/1/14	Cap Rate Eff 1/1/14	Cap Rate EFF 1/1/2013	Total Member Months	Retro 2013	Retro Jan 14-Nov14	Jul-Nov MCE	Dec-14
	\$	\$	\$	(38)	(4)	(34)		
	\$	\$	\$	968		(45)		1,043
	\$	\$	\$	1,071	1	(17)		1,087
	\$	\$	\$	(1)		(1)		
	\$	\$	\$	-				
	\$	\$	\$	8				8
	\$	\$	\$	1,185		54		1,131
	\$	\$	\$	329		14		315
	\$	\$	\$	3,045	1	2		3,042
	\$	\$	\$	7,030				7,030
	\$	\$	\$	10,933		(30)	33	10,936
	\$	\$	\$	6,505				6,505
	\$	\$	\$	31,065	(2)	(63)	33	\$1,097

OK Total Net Retro

Stop Loss Premium paid on behalf of Provider

EXHIBIT E

California Campus
3700 California Street

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May 2015

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

COMMUNITY HEALTH INNOVATION FUND

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

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

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

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

2014 Care Coordination Grants:

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

Other 2014/2015 Health Innovation Grants:

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

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

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

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

WORKFORCE FUND

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

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

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

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

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

Barrier Reduction Grants:

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

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

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

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

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

EXHIBIT F

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Section 10: Culturally and Linguistically Appropriate Services

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

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
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>a) Actively engaged in promoting workforce recruitment of the diverse population in the service area and continue to have on-going engagements with various community outreach programs in SF to promote our hiring efforts. Numerous workforce meetings with various outreach programs completed in 2014</p> <p>b) Employees are required to participate in online education to enhance our capacity to provide culturally competent care to our growing diverse patient population.</p>	<p>KEY INDICATORS:</p> <p>a) Environment in which culturally diverse individuals feel welcomed and valued</p> <p>b) Trust and engagement with the communities and populations served</p> <p>c) Workforce reflects populations served</p>	<p>a) Collect and track language capacity of staff and voluntary equal employment opportunity metrics through HR system.</p> <p>b) Engage in affirmative action planning and metrics are tracked annually.</p> <p>c) Focus and work with specific departments to recruit and hire staff based on the cultural and linguistic needs of patients through Human Resources. Pull and analyze data from HR and patient care systems to inform these efforts.</p>
EDUCATION & TRAINING	<i>ORGANIZATIONAL FOCUS - OPERATIONAL EXCELLENCE: Critical to delivering an outstanding patient experience. We Strive to clarify priorities, enable efficient, faster decision-making and speed the spread of best practices.</i>		
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.	<p>a) Annual training is given to all Sutter employees to ensure knowledge/adoption of the components of organizational cultural competency, and why it is important to our patients, staff and organization.</p> <p>b) Certified Interpreters will, on request, provide education/information on cultural beliefs and practices to further personalized care.</p> <p>c) Clinical/Staff training is integrated with culturally competent specific criteria to accomplish the following:</p> <ol style="list-style-type: none"> 1) Upon patient registration, staff captures religion, race/ethnicity/ancestry, primary language, spiritual preference, geographic data, insurance coverage, and interpreter request are all documented. 2) Learning assessment is completed on admission by the nurse for every patient. 3) Childbirth Education Classes- conducted in Spanish Group Prenatal Program (formerly called Centering)- conducted in Spanish 4) Comprehensive Perinatal Services Program for our MediCal OB patients- conducted in Spanish 5) Completion of annual mandatory training for all employees is tracked and reported to managers; percentage of completed trainings are monitored. 	<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>a) Monitor and Track percentage of completed trainings.</p> <p>b) Report status on completion of annual mandatory training to Managers.</p>

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
Communication and Language Assistance:	<i>ORGANIZATIONAL FOCUS - PATIENT EXPERIENCE: Delivering a consistently excellent patient experience through the Eyes of our patients.</i>		
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>a) Provide interpreter services at no cost to patients with Limited English Proficiency (LEP) or who are deaf or hard-of-hearing, in order to enhance effective communication and ensure access to health care information and services in accordance with Federal, State and Local regulations.</p> <p>b) Language assistance is offered at different points of service and levels of care e.g. emergency area, outpatient and inpatient. Interpretation methods include: in person interpreting, over-the-phone interpreting.</p> <p>c) Staff are informed on using the electronic health record system to record patient's need for interpreters, and use of the institution's interpreter services to offer language assistance as needed.</p> <p>d) Interpreter Services provides internal certified staff for 3 Chinese dialects, Spanish, Russian, Vietnamese, Japanese and Korean.</p> <p>e) Employed 30 staff interpreters and 10.7 FTE for 2014. Vendor services with ability to deliver language assistance in over 200 languages are used to complement internal staff interpreters.</p>	<p>KEY INDICATORS:</p> <p>a) Individuals with limited English proficiency and/or other communication needs have equitable access to health services</p> <p>b) Individuals understand their care and service options and participate in decisions regarding their health and health care</p> <p>c) Improved patient safety and reduce medical error related to miscommunication</p>	<p>1) Monitor and track both pre-scheduled and same day scheduled interpreting activities by language groups & interpreting modalities (i.e. in person, telephonic, remote video)</p> <p>2) Monitor LEP census by campus for common languages.</p> <p>3) Identify incorrect LEP needs in the Sutter Electronic Health Record are reported for correction on regular basis.</p> <p>4) Conduct a quality improvement workshop in 2014 to enhance our ability to deliver language assistance efficiently and effectively.</p>
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.	<p>a) Patients are informed regarding availability of language assistance services in their preferred language verbally with the assistance of phone interpreters as needed and in print.</p> <p>b) Print notices include those with our top 4 common languages (Chinese, Spanish, Russian & Tagalog), and Language Identifications instructions are in 20 common languages phone interpreting.</p> <p>c) Provide 24 hr midwifery phone line with a Spanish-speaking provider and Spanish-speaking phone operators</p> <p>d) Education handouts and EPIC smart phrases in Spanish. Smart phrases provide lists of resources, birth plans, risks and benefits of procedures, New OB instructions.</p>	<p>KEY INDICATORS:</p> <p>a) Individuals with limited English proficiency are informed, in their preferred language, that language services are readily available at no cost to them</p> <p>b) Coordinated and facilitated access to language services</p>	<p>1) Review regularly to ensure multi-language signage at key points throughout all campuses</p> <p>2) Notify patients of the availability of language assistance services. .</p>

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.	a) Individuals providing language assistance include Certified Medical Interpreters & Qualified Bilingual Staff b) Interpreter Services Department has programs that evaluate and ensure the language competency of our bilingual staff c) Vendor interpreters are audited and monitored for quality. d) Continuous monitoring of appropriate ratio of staff interpreters to vendor provided services to enhance delivery of service to out LEP patients. e) A Medical interpreter is an individual who is fluent in English and in a second language or National Certified with the Registry of Interpreters for the Deaf (RID) in sign language. Family and friends are not used to provide interpretation (except on request by patient and after being informed that a trained interpreter can be made available at no cost and also if deemed by health care provider that there are no conflicts of interest)	KEY INDICATORS: 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	1. Maintain and publicize up-to-date information about Qualified Bilingual Staff (certified at Medical/Basic level by external independent agency) on the institutional intranet 2. Establish a quality assurance program to ensure and validate the competency level of our vendor's interpreters. 3. Monitor our certified interpreters activities regularly as related to their efficiency and competency. 4. Audit and monitored vendor's interpreters for quality routinely and pre-screened interpreters as needed. 5. Audit translated documents for quality
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.	a) Signage provided in our common languages: Chinese, Spanish, Russian and Tagalog (at St Luke's) b) Translation resources are made available to staff. The hospital departments and care providers determine which translated documents and languages are needed based on its patient population. c) Regular review to ensure multi-language signage at key points throughout all campuses notifying patients of the availability of language assistance services.	KEY INDICATORS: 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	1. Conduct round by Staff interpreters to audit the accuracy and adequacy of multi-lingual signs. 2. Provide and review results of Patient Satisfaction Surveys in multi-languages . 3. Assess materials for essential communications in multi-languages.
Continuous Improvement and Evaluation:	<i>ORGANIZATIONAL FOCUS – FUTURE: Continually reimagine the way we deliver care to best serve the needs of our patients.</i>		
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/operations and are monitored by the Policy & Procedure Committee.	KEY INDICATORS: a) CLAS integrated within service, administrative, and supportive functions b) CLAS integrated within organization's strategic goals and priorities c) CLAS integrated within organizational planning, development and related to outcomes accountability	Update and review Administrative policies every three years and monitor through the Policy & Procedure Committee.

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

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

CLAS Standards	Strategies/Tactics	Reference/Key Indicator	Internal Monitoring/Metric(s)
<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) Patient & Customer Relations Department processes complaints & grievances of all nature with commitment to service excellence and quality personalized care. Process ensures that patient is contacted within 7 days with resolutions and next steps and or need for mediation and final response is given within 30 days.</p> <p>b) Cultural/diversity complaints tracked as an Event Type in our Online Occurrence Report system. All complaints and grievances are investigated.</p> <p>c) Patient Satisfaction surveys are provided in preferred languages.</p>	<p>KEY INDICATORS: 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) Track cultural/diversity complaints as an Event Type in our Online Occurrence Report system. 2) Investigate all complaints and grievances. In compliance with CMS, grievances are acknowledge 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) Communicated through website, staff meeting and city-wide partnerships.</p> <p>b) Continues to inform the city with up to date on the hiring in accordance with the development agreement</p>	<p>KEY INDICATORS: 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 assistant to Senior Management 2) Broadcast updates through internal and external channels.</p>

ATTACHMENT 2: ANNUAL CITY REPORT

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Baseline Commitment)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Unduplicated Patient Commitment		Exhibit F § 1.a	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>Commencing on the date the Approvals are Finally Granted [11/8/2013], CPMC shall in each fiscal year [January 1 through December 31]...care for a total of not less than 30,445 Unduplicated Patients in San Francisco (the "Unduplicated Patient Commitment")..."Unduplicated Patient" means a patient who receives a service from any CPMC facility or clinic in the City during the calendar year as a Medi-Cal or Charity Care patient, who has not previously received a service as a Medi-Cal or Charity Care patient from a CPMC facility or clinic in San Francisco during that calendar year.</p>			
CURRENT STATUS:			
<p>CPMC served a total of 28,596 unduplicated patients between 1/1/14 and 12/31/14. This number is verified by a third party audit performed by Deloitte & Touche. Though the number of unduplicated patients served falls 1,849 short of the 2014 obligation, the DA allows for compliance to be determined as a 2-year rolling average. Thus, to remain in compliance, CPMC must serve 32,294 unduplicated patients in 2015.</p>			
NEXT STEPS:			
<p>SFDPH and CPMC are working in partnership to address this 1-year shortfall. Through this partnership, CPMC is performing certain diagnostic services for SFDPH patients who have long waits for these diagnostic services. SFDPH and CPMC are exploring further partnerships to provide meaningful health care services for San Francisco's low income residents. This annual obligation continues until 11/8/2023.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
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:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		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 \$14,604,433 in Community Benefits. CPMC's compliance with this provision was verified by a third party audit performed by Deloitte & Touche.</p>			
NEXT STEPS:			
<p>This annual obligation continues until 11/8/2023.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
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:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>Exhibit F: [The Unduplicated Patient Commitment] shall be verified by an independent third party auditor... no later than 3 months following execution of this Agreement.</p> <p>Development Agreement: The Planning Director and Director of Public Health shall... post on their websites the independent third party audit verifying the number of Unduplicated Patients cared for and the costs incurred for the Baseline Expenditure Commitment.</p>			
CURRENT STATUS:			
<p>CPMC's performance on the Unduplicated Patient Commitment and the Baseline Expenditure Commitment were verified by a third party audit performed by Deloitte & Touche. A copy of this audit was included in CPMC's 2014 Compliance Statement and posted on both the Department of Public Health and Planning Department websites.</p>			
NEXT STEPS:			
<p>This annual obligation continues until 11/8/2023.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
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:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		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:			
CPMC has maintained charity care policies that are no more restrictive than the charity care policies in place in fiscal year 2011.			
NEXT STEPS:			
This annual obligation continues until 12/31/2015.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
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:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		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:			
In November 2013, South of Market Health Center (SMHC), in collaboration with CPMC and the Sutter Pacific Medical Foundation, received funding from the federal Health and Human Services Agency to transfer ownership of the Bayview Child Health Center to SMHC. The transfer was effective 9/1/14. The Development Agreement provides that CPMC may "sell, lease or transfer programs, services or service lines to meet evolving community needs, operational cost-effectiveness, or quality standards." CPMC provided the following			
NEXT STEPS:			
As noted above, CPMC has committed to financial support through an operations grant each year for five years as the clinic becomes sustainable under the Federally Qualified Health Center model; leased the former BCHC Medical Director to SMHC through the end of 2015 to promote continuity of care, and will remain the clinic's specialty and hospital partner-- providing Bayview children with comprehensive services across the care continuum.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
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:		DEVELOPMENT AGREEMENT SECTION:	
San Francisco Health Plan Medi-Cal Managed Care Program		Exhibit F § 2.a	

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		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 and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.

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

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

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		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...

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

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

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

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

LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>

DESCRIPTION OF OBLIGATION:

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

CURRENT STATUS:

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

NEXT STEPS:

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

OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:

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

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

\$0.00

FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:**ADDITIONAL FUNDS REQUIRED:**

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Innovation Fund)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Innovation Fund Agreement		Exhibit F § 3.c	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		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 2014, CPMC paid \$1.125 million into the Innovation Fund, for \$4.625 since the inception of the fund.</p>			
NEXT STEPS:			
<p>The final installment from CPMC on this annual obligation is 10/7/2017.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
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 Funding & Disbursements		Exhibit F § 3.c	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		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 2014, the Innovation Fund Foundation awarded \$2,010,292 in funding to nine community-based clinics to enhance care coordination with the goal of reducing re-hospitalization rates for high risk patients, and to HealthRight 360 to explore medical group partnerships for Clinic Consortium members. In early 2015, a supplemental award of \$72,000 was made to the Progress Foundation for continuation of crisis intervention services funded by the Innovation Fund in 2013.</p>			
NEXT STEPS:			
<p>In 2015, the Community Health Innovation Fund will support outreach and education to promote the new St. Anthony's/NEMS Medi-Cal partnership. In addition, the fund will support infrastructure enhancements at St. Anthony's to enable them to be a strong partner to NEMS and CPMC to serve Medi-Cal beneficiaries in the Tenderloin.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
\$8,600,000.00		\$3,500,000.00	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$5,100,000.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (Sub-Acute Services)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Sub-Acute Services		Exhibit F § 4	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
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:			
The due date for this obligation has been extended a second time to December 31, 2015. The original due date was set in a prior version of the DA and did not get amended when DA negotiations were extended. The original extension was to June 30, 2015. However, given reductions in skilled nursing services (which include sub-acute care) at CPMC and other San Francisco hospitals and consistent with the desire of the Health Commission for more information on the trends in post-acute care in general, CPMC agreed to expand the scope of			
NEXT STEPS:			
CPMC has engaged the services of a consultant to assist with an assessment of post-acute care in San Francisco. In partnership with SFDPH and Dignity Health, this assessment will include an environmental scan of the current post-acute care settings in San Francisco and projections of future need and capacity. The assessment will also explore other best practice models of service delivery / alternative care settings designed to address post-acute care needs in communities and provide recommendations on how to ensure that San Francisco			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY 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:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>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.</p>			
CURRENT STATUS:			
<p>CPMC has made efforts to integrate the medical staff across its four campuses. In 2014, Pediatric Hospitalists were added to the list of physician groups that are the same for each hospital campus. The list also includes Internal Medicine Hospitalists, Emergency Medicine, Radiology, Pathology, Oncology, Neurology, and Anesthesia.</p>			
NEXT STEPS:			
<p>This obligation continues until 10/8/2023.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
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:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
<p>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.</p>			
CURRENT STATUS:			
<p>CPMC has continued to participate in the San Francisco Health Improvement Partnership (SFHIP), the successor coalition to the Community Benefits Partnership.</p>			
NEXT STEPS:			
<p>This obligation continues until 10/8/2023.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
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:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		NOT IN COMPLIANCE <input type="checkbox"/>
DESCRIPTION OF OBLIGATION:			
Through existing service agreements, CPMC currently provides pediatric, obstetric, and certain tertiary services to Chinese Hospital patients. CPMC shall continue to provide such services in a manner generally consistent with existing services agreements with Chinese Hospital and its affiliates as of the Effective Date. Notwithstanding the foregoing, CPMC may adjust programs, services and service lines to meet evolving community needs and quality standards, as may be reflected in future service agreements with Chinese Hospital and its affiliates.			
CURRENT STATUS:			
CPMC has continued to provide services to Chinese Hospital patients in a manner consistent with existing service agreements. CPMC maintained its agreement with Chinese Community Health Plan (CCHP) for their Commercial HMO population and added a new contract in 2014 for their Covered California population. CPMC also maintained its longstanding Transfer Agreement and contract for high risk OB/GYN care with Chinese Hospital.			
NEXT STEPS:			
This obligation continues until 10/8/2023.			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.			
CPMC'S FULL FUNDING AMOUNT:		FUNDING RECEIVED FROM CPMC TO DATE:	
CPMC'S FUNDING OBLIGATION REMAINING:			
\$0.00			
FULLY OR PARTIALLY FUNDED; IF PARTIALLY, LIST OTHER APPLICABLE SOURCES:			
ADDITIONAL FUNDS REQUIRED:			

CPMC CITY AGENCY COMPLIANCE REPORT			
SUBJECT:		Healthcare (CLAS)	
DEVELOPMENT AGREEMENT OBLIGATION:		DEVELOPMENT AGREEMENT SECTION:	
Culturally and Linguistically Appropriate Services		Exhibit F § 10	
LEAD DEPARTMENT:	Department of Public Health	COMPLETION DATE:	
STAFF CONTACT NAME:	Colleen Chawla	OBLIGATION STATUS:	COMPLETE <input type="checkbox"/>
STAFF CONTACT TITLE:	Deputy Director of Health, Director of Policy & Planning		IN PROGRESS <input checked="" type="checkbox"/>
EMAIL:	colleen.chawla@sfdph.org		IN COMPLIANCE <input checked="" type="checkbox"/>
PHONE:	(415) 554-2769		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>It is CPMC policy to deliver culturally and linguistically appropriate services in accordance with the mandates, guidelines and recommendations of the National Standards on Culturally and Linguistically Appropriate Services (CLAS). CPMC provided a copy of their policy implementing these standards. Though CPMC is in compliance with national standards, the Health and Planning Commissions expressed as part of the 2013 Annual Compliance Report review that they continued to have questions as to the cultural and linguistic</p>			
NEXT STEPS:			
<p>This obligation continues until 10/8/2023.</p>			
OPPORTUNITIES FOR COMMUNITY ENGAGEMENT:			
<p>The Department of Public Health and the Planning Department have begun quarterly meetings with the coalition San Franciscans for Healthcare, Housing, Jobs and Justice to provide updates on the status of CPMC's compliance with the Development Agreement where possible.</p>			
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:			

ATTACHMENT 3
APRIL 28, 2015 MEMO



City and County of San Francisco
Edwin M. Lee
Mayor

San Francisco Department of Public Health


Barbara A. Garcia, MPA
Director of Health


Office of Policy and Planning

MEMORANDUM

DATE: April 28, 2015

TO: Edward A. Chow, MD, Health Commission President, and Members of the Health Commission

THROUGH: Barbara A. Garcia, MPA, Director of Health 

FROM: Colleen Chawla, Deputy Director of Health and Director of Policy & Planning 

RE: California Pacific Medical Center Development Agreement
Update on the Status of the 2013 Annual Compliance Report

This memo is to provide you with an update on the status of the California Pacific Medical Center Development Agreement, which was last heard before the Health Commission at its joint meeting with the Planning Commission on December 4, 2014.

Overview of DA

The California Pacific Medical Center (CPMC) hospital rebuild projects were approved by the Board of Supervisors on July 9, 2013 and signed by the Mayor on July 11, 2013. The parties agreed to a Development Agreement (DA) as a critical element of the project approval.

The DA memorializes a number of commitments made by CPMC to the City in various areas, including housing, workforce, transportation, pedestrian safety/streetscape, and healthcare.

Timeline

Overview of Annual Reporting Requirements

The DA requires an annual review process to ensure that both the City and CPMC are in compliance with their respective obligations and that Community Benefits are being delivered. This process is as follows:

1. Annual Compliance Statement: CPMC must first submit an Annual Compliance Statement to the City no later than 150 days after the end of their fiscal year (i.e. the calendar year).
2. Posting and Public Comment: The City is then required to post CPMC's statement and receive public comment for 30 days after posting.

3. City's Compliance Report: 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.
4. Public Hearings: Both the Health and Planning Commissions then hold public hearings on CPMC's compliance with 60 days' notice to the public for each hearing (?).
5. Third Party Monitor: After these hearings, the Planning and DPH Directors forward their findings to the independent third party monitor, Lou Giraudo. Mr. Giraudo has 30 days from receipt 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 concurs with the Commissions' findings.
6. Board of Supervisors hearing(s): The Board of Supervisors may hold a hearing on the DA at any time during the review process.

Current Status

A copy of the Certificate of Compliance detailing the City's 2013 annual compliance findings for the DA is attached to this memorandum. CPMC was found to be generally compliant with the DA. Mr. Giraudo's letter to the Board of Supervisors is expected very soon.

Updates on Specific Healthcare Obligations

There has been additional activity on a number of the healthcare obligations in the DA since the last presentation to the Health Commission. Following is an update on key issues.

Sub-Acute Care

The DA requires CPMC to work with SFDPH and other hospital operators 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.

That date had been extended to June 30, 2015, and The Department of Public Health (DPH) recommends an additional extension to December 31, 2015. Through the Hospital Council, CPMC has discussed this issue with the other hospitals and, based upon those conversations, would like to engage a consultant to provide specific recommendations or proposals. They have proposed engaging the services of Monique Parrish –the consultant that facilitated the 2014 Palliative Care Task Force— to carry out this task. Ms. Parrish is a good candidate for this role because she has a deep understanding of long-term care and, through her work on the Palliative care Task Force, is familiar with the San Francisco care landscape. Unfortunately, Ms. Parrish is unavailable until after June 2015. Extending the deadline until December 31, 2015, will therefore allow the process to benefit from Ms. Parrish's knowledge and experience.

1,500 Tenderloin Medi-Cal Managed Care Lives

The DA requires CPMC to contract with a new, management service organization (MSO) or independent physician association (IPA) with a primary care provider base located in the Tenderloin to care for 1,500 new Medi-Cal managed care beneficiaries. Alternatively, if there is

no MSO or IPA with a primary care base in the Tenderloin, then, CPMC is required to contract with a new Tenderloin-serving MSO or with an existing MSO with the capacity to accept new enrollees.

At the time of contract, it was acknowledged that no MSO or IPA with a primary care provider base located in the Tenderloin existed and, therefore, funding from the Innovation Fund was set aside to explore the creation of such an organization (see next section). Eight community clinics came together for that exploration, but analysis showed that the creation of a new MSO or IPA was not financially feasible for the clinics. DPH is currently working with the clinics and CPMC to identify an alternative route for compliance with the 1,500 Tenderloin Medi-Cal Managed Care Lives commitment.

Innovation Fund

The DA requires CPMC to provide \$8.6 million in an Innovation Fund administered by The San Francisco Foundation to: i) support and improve the capacity of community clinics; and ii) support community-based health, human service and behavioral health service providers with a specific focus on the Tenderloin, Mission, Western Addition, South of Market, Bayview and Chinatown neighborhoods and including community-based alternatives to inpatient psychiatric care. Payments by CPMC into the Innovation Fund will occur in annual installments over five years, beginning November 2013 with the last payment in November 2017. Approximately \$4.6 million has been received thus far.

Of the \$8.6 million, \$2.5 was earmarked for community clinics. The clinics initially used this funding to explore their ability to create a management service organization that could contract with Medi-Cal managed care plans and with CPMC to help CPMC fulfill its commitment to serve 1,500 Tenderloin Medi-Cal Managed Care beneficiaries (see previous section). The remainder of the clinic funding will support the clinics' efforts to reduce unnecessary hospitalization and emergency room use and increase patient access to timely care.

The Innovation Review Committee (comprising representatives from The San Francisco Foundation, DPH, and CPMC) is currently reviewing applications to: i) create a wellness center for dually diagnosed individuals; ii) provide mental health services for aging & disabled populations; iii) create a mental health resource team in the Tenderloin to be a resource for street outreach and other providers in the neighborhood; and iv) build capacity in organizations serving the re-entry population and individuals at risk of incarceration. These projects were identified through existing community processes and needs assessments. A total of approximately \$1 million is available for these projects and it is expected that grants will be awarded May 1, 2015.

Unduplicated Lives

The Baseline Charity Care obligation in the DA requires CPMC to serve 30,445 unduplicated charity care or Medi-Cal patients annually. CPMC met this obligation in 2013, but advised DPH that it would likely fall short of that obligation in 2014. Updated estimates from CPMC indicate

that CPMC will fall short of its 2014 obligation by approximately 1,200 unduplicated patients. The DA allows CPMC to make up for the 2014 shortfall in 2015 via a rolling average calculation.

CPMC and DPH met in December 2014 to explore the possibility of CPMC providing certain services to San Francisco Health Network patients. This arrangement would have the double benefit of providing a way for CPMC to make up its 2014 unduplicated lives shortfall and also reduce the wait list for these services for San Francisco Health Network patients. Specifically, in 2015, CPMC will perform 1,000 Echocardiograms and 400 Pulmonary Function Tests for San Francisco Health Network patients currently on a waiting list for these tests. Scheduling of services will begin April 27, 2015, and actual services will begin May 11, 2015. CPMC will complete all of these diagnostic tests before the end of the calendar year. CPMC will also provide the facility component free of charge and compensate contracted physicians for reading/interpreting the diagnostic tests.

St. Luke's Community Meeting

At their joint hearing, the Health and Planning Commissions advised CPMC to proactively engage with the communities surrounding their new hospitals to establish opportunities for regular dialogue. Last month, DPH and CPMC met to discuss CPMC's community engagement strategy. CPMC has scheduled a planning meeting with 10 key stakeholders that will occur on May 6, 2015. The stakeholders will help plan for a broader community meeting to review and discuss plans for the new hospital and its services. That broader community meeting will occur in mid to late June.

Culturally and Linguistically Appropriate Services (CLAS) Standards

The DA requires that CPMC deliver 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 CLAS standards. While CPMC has adopted as hospital policy the national CLAS standards and has been found to be compliant with this DA obligation, service changes, particularly at the St. Luke's Diabetes Center, as well as related concerns expressed by the community, raise questions as to the cultural and linguistic appropriateness of some of CPMC's services. In accordance with the Certificate of Compliance, on March 10, 2015, DPH submitted to CPMC a scope of work for a peer review of CPMC's compliance with CLAS standards. The purpose of the review would be to understand the extent to which CPMC has institutionalized CLAS standards into hospital operations and provide recommendations, if necessary, to further improve the care experience for the hospital's diverse patients. The peer review would be conducted by DPH experts and comprise two parts: 1) a high-level, hospital-wide review; and 2) a review specific to St. Luke's Diabetes Center. Though CPMC is not obligated to agree to a peer review, they are currently reviewing the scope of work.

Conclusion

Once Mr. Giraudo's letter regarding CPMC's 2013 compliance with the DA is received by the Board of Supervisors, it is expected that the Board will call a hearing on the matter. That hearing is anticipated to occur in May. Additionally, CPMC's 2014 compliance report will be due to the City on May 31, 2015.

Attachment:

Certificate of Compliance: Annual Compliance Findings for the CPMC Development Agreement, dated February 5, 2015



CITY AND
COUNTY OF
SAN FRANCISCO

Edwin M. Lee
Mayor

Certificate of Compliance

February 9, 2015

Dr. Warren S. Browner, MD, MPH, CEO
California Pacific Medical Center
2351 Clay Street
San Francisco, CA 94115

**Re: Annual Compliance Findings for the CPMC Development Agreement
(Planning Case No. 2012.0403W; Ordinance No. 138-13)**

San Francisco
Planning

**San Francisco
Planning
Department**

John Rahaim
Director of Planning

1650 MISSION ST
SUITE 400
SAN FRANCISCO
CA 94103

**San Francisco
Department
of Public Health**

Barbara A. Garcia,
MPA
Director of Health

101 GROVE ST
ROOM 308
SAN FRANCISCO
CA 94102

Dear Dr. Browner:

The San Francisco Planning Director and Director of Health find California Pacific Medical Center ("CPMC") in compliance with the obligations described in the Development Agreement for calendar year 2013 (Case No. 2012.0403; Ordinance No. 138-13). However, please note that while CPMC is found to be in compliance with the Development Agreement for the 2013 reporting period, several issues of concern remain with respect to CPMC's performance on several obligations. The directors' compliance findings, along with a discussion of areas that need improvement, are detailed below.

BACKGROUND

CPMC's Development Agreement became effective on August 10, 2013. Their first Compliance Statement covers the period of time from the effective date through the end of 2013 – approximately 3.5 months.

Consistent with the schedule outlined in Section 8.2.1 of the Development Agreement, CPMC submitted their first of ten annual Compliance Statements to the Planning Department on May 28, 2014 (reporting on 2013 obligations), in accordance with Section 8.2.1 of the Development Agreement. Public comments on CPMC's 2013 Compliance Statement were accepted from June 2, 2014 through July 2, 2014. After reviewing CPMC's Compliance Statement, the Planning Director published a report (the "City Report") regarding CPMC's compliance with the Development Agreement on August 15, 2014. On December 4th, 2014, the Planning Commission and Health Commission held a joint public hearing on CPMC's 2013 Compliance Statement.

Concurrent with the mailing of this Certificate of Compliance to CPMC, the Planning Director will forward the City Report and his Compliance Findings to an independent third party monitor. The Third Party Monitor will review the Findings, and send a letter to the Board of Supervisors within thirty (30) days, stating whether he or she concurs with the findings.

Compliance Findings on Healthcare Obligations

The Director of Health finds CPMC to be in material compliance with the 2013 Healthcare Obligations of the Development Agreement, as detailed in the City Report. CPMC has met, and in some cases exceeded, its Healthcare Obligations. However, though CPMC is in compliance with the terms of the agreement, significant concerns remain regarding the quality of CPMC's current and future performance on several obligations. These issues bear highlighting to ensure CPMC's continued compliance in future years. These issues are discussed below, along with the specific actions that the Director of Health and CPMC have initiated to alleviate these concerns.

POSSIBLE 2014 BASELINE CHARITY CARE SHORTFALL

CPMC has advised the Director of Health that it anticipates a shortfall in the Baseline Charity Care Obligation to serve 30,445 unduplicated charity care or Medi-Cal patients. As of this writing, CPMC anticipates a shortfall of between 1,000 and 1,500 patients. This shortfall is of particular concern since it was a key underpinning of the Healthcare Obligations contained in the Development Agreement.

The Development Agreement allows CPMC to adjust for any shortfall by allowing for a two-year rolling average. Specifically, an overage in a previous or subsequent year may be applied to a year of shortfall if the average of those two years meets or exceeds the annual 30,445 unduplicated patient obligation. CPMC exceeded its obligation in 2013 by 1,266 patients. Pursuant to the terms of the Development Agreement, a maximum of 442 patients (10 percent of the pro-rated obligation to serve 4,421 patients in 2013) may be applied to 2014. However, if CPMC's shortfall for 2014 exceeds 442, then it must make up for the shortfall entirely in 2015.

CPMC and the Department of Public Health (DPH) are exploring the possibility of CPMC providing certain services to DPH's Medi-Cal and uninsured patients in 2015. The services identified would be those that have extended wait times at DPH and may be appropriately provided by an out-of-network provider without compromising continuity of care, the patient-provider relationship, or patient experience. This arrangement would have the dual benefit of both ensuring that CPMC meets its Baseline Charity Care Unduplicated Patient Obligation and reducing extended wait times for DPH's low income patients.

1,500 MEDI-CAL MANAGED CARE BENEFICIARIES IN THE TENDERLOIN

Among its Healthcare Obligations, CPMC is required to provide care to 1,500 Medi-Cal beneficiaries coming from a new partnership with a Tenderloin-based management services organization (MSO) or independent physician association (IPA) that has the ability to contract with Medi-Cal managed care. In the absence of a new Tenderloin-based MSO or IPA, the obligation requires partnership with a new Tenderloin-serving MSO or IPA to meet the 1,500 beneficiary obligation. Currently, however, no such new Tenderloin-based or Tenderloin-serving MSO or IPA exists.

The Innovation Fund funded eight non-profit community clinics to explore the feasibility of joining together to become a MSO or IPA that could partner with CPMC to meet this obligation. After significant actuarial, structural, and policy analysis, the clinics came to the

conclusion that this model would not be financially feasible or sustainable for them. This decision was the clinics alone and not within CPMC's control.

Nonetheless, it is essential that CPMC and DPH continue to work together with the clinic community to find a path to enable CPMC to meet its obligation to Tenderloin Medi-Cal beneficiaries. So long as a new MSO or IPA becomes available before December 31, 2015, this obligation remains in effect, even if CPMC has already surpassed the 5,400 New Medi-Cal Beneficiary Obligation. DPH has already been exploring various options and is committed to ensuring a partner is available so that CPMC can fulfill its commitment to this provision.

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES (CLAS) STANDARDS

The CLAS standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for health care organizations to implement culturally and linguistically appropriate services. To demonstrate its compliance with the CLAS standards, CPMC provided a copy of hospital policy adopting the standards and also provided a list of the metrics by which it measures its compliance and performance against these standards. While these documents show that CLAS standards have been adopted by CPMC as hospital policy, service changes reported by CPMC and related concerns expressed by the community raise questions as to the cultural and linguistic appropriateness of some of CPMC's services.

On May 15, 2014, in response to a DPH inquiry made as a result of community concern, CPMC advised DPH that it intended to integrate diabetes services across CPMC campuses. CPMC advised that no reduction in service would result from this integration, though there would be a reduction in staffing including the elimination of three diabetes clinic staff from the St. Luke's campus. DPH's understanding is that the St. Luke's diabetes clinic serves a largely monolingual Spanish-speaking population and the staffing reductions included the elimination of bilingual Spanish-speaking providers. CPMC has advised DPH that one nurse who is bilingual in Spanish remains at the St. Luke's Diabetes Center and that medical interpreters are available as needed.

While the availability of medical interpreters is essential and in compliance with CLAS standards, the elimination of bilingual staff at the St. Luke's Diabetes Center represents a diminution of linguistic access to health care services. The Director of Health has requested that a peer review of CPMC's adherence to CLAS standards be conducted. The peer review would comprise two parts: 1) a hospital-wide review that will focus on the extent to which CPMC has institutionalized the CLAS standards into hospital operations; and 2) a review specific to the St. Luke's Diabetes Center that will focus on the extent to which the St. Luke's Hospital Diabetes Clinic is operating in accordance with the CLAS Standards.

SKILLED NURSING FACILITY BEDS

On May 1, 2014, CPMC notified DPH of its intention to realign its skilled nursing facility (SNF) services across its San Francisco campuses by eliminating 95 licensed SNF beds in the coming months. After the rebuild of its two new hospitals, CPMC expects to operate 38 licensed SNF beds to be located at its Davies Campus, for a total reduction of 174 licensed SNF beds. On June 17, 2014, in accordance with the Community Healthcare Planning

Ordinance (San Francisco Proposition Q), the Health Commission held a hearing on the proposed service reduction and subsequently passed a resolution that this reduction would have a detrimental impact on healthcare services in the community.

CPMC is under no obligation under the Development Agreement to provide SNF beds. CPMC originally agreed to provide SNF beds and other healthcare services through an agreement with the Health Commission memorialized in Health Commission Resolution Numbers 10-09 and 02-10. As these resolutions served as the foundation for the Healthcare Obligations of the Development Agreement, early drafts of the agreement included an obligation for CPMC to retain 100 SNF beds. The final negotiated Development Agreement, however, did not include a SNF bed obligation.

In light of San Francisco's aging population and the changing healthcare landscape post-Affordable Care Act, the Health Commission has encouraged CPMC to work with DPH and other community and health care stakeholders to address the citywide need for SNF services in San Francisco.

Compliance Findings on Non-Healthcare Obligations

The Planning Director finds CPMC to be in compliance with the 2013 Non-Healthcare Obligations of the Development Agreement, as detailed in the City Report. CPMC has met, and in some cases exceeded, its Non-Healthcare Obligations. However, some concerns remain regarding the quality of CPMC's initial performance on certain Workforce Hiring Obligations. These issues bear highlighting to ensure CPMC's continued compliance in future years. These issues are discussed below.

The Workforce Agreement between the City and CPMC establishes hiring goals for CPMC in both construction and operations. It also outlines "good faith efforts" that CPMC must make to meet these hiring goals.

HIRING GOALS

In the first hiring year, CPMC met its obligation for its construction activities. CPMC did not, however, meet its hiring obligations for its operations activities, as it filled only six out of 47 entry-level positions (13%) with referrals from the San Francisco workforce system, short of its 40% hiring obligation. As a result, CPMC ended the hiring year with a hiring deficiency of 13 entry-level positions; this deficiency will roll over and be added to this current year's annual hiring target.

GOOD FAITH EFFORTS

The Workforce Agreement requires CPMC to make good faith efforts to meet its construction and operations hiring obligations. For operations hiring, these obligations include, but are not limited to:

1. Prompt delivery to OEWD of job notifications for all entry-level positions as soon as they become available;
2. Exclusive consideration of system referral candidates during the ten business day period following delivery of the job notification;

3. Written notice to OEWD of any "urgent need" hires, as defined in Section 4(a)(iii) of the Workforce Agreement, that preclude CPMC from following the two obligations listed above;
4. Completion and submittal of a Non-Construction First Source Employer's Projection of Entry Level Positions, attached to the Workforce Agreement, as soon as reasonably practical after the Agreement's effective date of August 10, 2013.

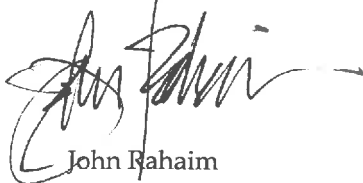
The City has determined that CPMC was in compliance for the initial hiring year; however, there were initial issues with its operations activities. CPMC did not submit entry-level job notices until December, 2013, and did not submit entry-level hiring projections until April, 2014. The City does recognize CPMC's subsequent improvements, including daily submittals of entry-level job notices, monthly reporting, weekly meetings/conference calls with OEWD staff, CPMC hiring manager trainings, and participation in hiring events and applications workshops in priority neighborhoods.

The City will continue to closely monitor CPMC's adherence to the good faith requirements outlined in the Development Agreement. Now that the ramp-up period for this project is finished, and more streamlined systems have been established, there is a clear expectation that CPMC will improve upon its operations hiring outcomes.

Conclusion and Summary

Although CPMC is in material compliance with their 2013 Obligations, significant concerns remain with the quality of CPMC's current and future performance on several obligations, as detailed in this letter. The goal behind many of these obligations was to ensure that CPMC's world-class healthcare facilities remain available and accessible to all San Franciscans. This requires a strong connection with community. Both the Planning and Health Commissions identified the need for CPMC to foster community relationships and trust, not only as part of CPMC's rebuild process but also to build long-term relationships. To that end, the Planning Director and Director of Health encourage CPMC to establish opportunities for regular dialogue with the communities surrounding their new hospitals especially during this critical phase of development. The Planning Director and the Director of Health look forward to working with CPMC to address the issues outlined in this letter and to ensure CPMC's continued compliance with its obligations under the Development Agreement. The CPMC project represents significant health care and job opportunities for San Francisco residents, and the City is committed to continuing to ensure that this project prioritizes the long-term success and well-being of its residents.

Sincerely,



John Rahaim
Planning Director



Barbara Garcia
Director of Health

cc: Lou Giraudo
Supervisor Farrell
Supervisor Campos
Melissa White, CPMC
Emily Webb, CPMC
Michael Duncheon, CPMC
Vahram Masehian, CPMC
Maynard Jenkins, CPMC
Ken Rich, OEWD
Todd Rufo, OEWD
Colleen Chawla, DPH
Sonali Bose, SFMTA

ATTACHMENT 4
JULY 23, 2015 LETTER
FROM SAN FRANCISCANS
FOR HEALTHCARE,
HOUSING, JOBS & JUSTICE



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July 23, 2015

By Electronic Submission to Elizabeth.Watty@sfgov.org

Elizabeth Watty, Assistant Director of Current Planning
1650 Mission Street, Suite 400
San Francisco, CA 94103

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

Dear Ms. Watty:

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

San Franciscans for Healthcare, Housing, Jobs & Justice¹ is a community-labor coalition that has worked to ensure that Sutter-CPMC's reconfiguration of its San Francisco campuses serves the interests of patients, workers, neighboring communities, and the City as a whole. Although not a party to the DA signed by the City and Sutter-CPMC, the Coalition played a key role in shaping its outline and garnering support on the Board of Supervisors for the community benefits package incorporated in it. The Coalition has closely monitored the City's and Sutter-CPMC's implementation of the DA, submitting written comments and public testimony at each opportunity in the compliance review process.²

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

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

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

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

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

A. Healthcare

1. Failure to Meet Baseline Unduplicated Patient Commitment.

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

The Compliance Report confirms that, as had been publicly intimated, Sutter-CPMC did in fact provide care to substantially fewer Medi-Cal and Charity Care patients in 2014 than it had previously averaged. Sutter-CPMC fell 1,849 patients short of its baseline obligation to serve 30,445 unduplicated patients. (In February 2015, the Public Health and Planning Directors indicated that Sutter-CPMC anticipated a shortfall of 1,000 to 1,500 patients for calendar year 2014.⁶)

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

³ Comments of SFHHJJ on CPMC 2013 Compliance Statement, July 2, 2014, p. 2, fn. 2.

⁴ See Directors of Planning and Public Health, 2013 Certificate of Compliance, Feb. 9, 2015 [hereafter 2013 Certificate of Compliance].

⁵ See Letter of Louis Giraudo to Board of Supervisors re Annual Compliance Findings for CPMC Development Agreement, May 1, 2015.

⁶ 2013 Certificate of Compliance, p. 2.

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

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

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

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

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

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

⁷ Sutter-CPMC, 2014 Compliance Statement, June 1, 2015, Attachment 1 (Healthcare Compliance Report), page 1.

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

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

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

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

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

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

The issues at the St. Luke's diabetes clinic are one manifestation of a broader issue: ***the appropriateness of services at Sutter-CPMC facilities and its responsiveness to community health needs.*** A central aim of the DA was to ensure that Sutter-CPMC

⁸ 2013 Certificate of Compliance, p. 2.

serves not only the needs of the affluent and well-insured, but that it meets the health care needs of all San Franciscans.

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

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

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

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

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

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

⁹ Development Agreement Relating to the Construction and Reconstruction of Healthcare Facilities in Furtherance of the CPMC Long Range Development Plan [hereafter DA], Exhibit F, section 2(f).

¹⁰ DA, Exhibit F, section 2(b).

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

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

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

B. Employment: Entry-Level Operations Hiring

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

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

The Coalition is heartened that after a horrible first year and half and much public prodding, Sutter-CPMC appears in 2015 to finally have begun to fill its entry-level operations positions with a significant number and proportion of system-referred candidates. As detailed in the following two tables¹¹ on the next page, strong hiring months in February, March, and May of this year have finally brought entry-level

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

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

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

Sources:

- City Report on CPMC 2013 Compliance with Development Agreement
- May 2015 CPMC Monthly Compliance Report to OEWD

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

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

Sources:

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

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

Entry-Level Operations First Source Hires by Neighborhood		
Neighborhood	Hiring Year 1	Hiring Year 2 YTD
Outer Mission/Excelsior	2	10
Bayview	1	10
Western Addition	1	5
Mission	0	4
Tenderloin	0	3
Visitation Valley	0	3
Chinatown	0	2
SoMa	1	1
Richmond	0	5
Sunset	0	3
Potrero Hill	0	2
West Portal	0	2
Outer Sunset	0	1
Nob Hill	0	2
Mission Bay	0	1
Parkside	1	0
Hires from Target Neighborhoods	5	38
Total First Source Hires	6	53
Sources:		
<ul style="list-style-type: none"> City Report on CPMC 2013 Compliance with Development Agreement May 2015 CPMC Monthly Compliance Report to OEWD 		
Grey cell denotes a neighborhood that is not a targeted neighborhood identified in DA.		

Entry-Level Operations <u>Referrals</u> by Neighborhood for Second Hiring Year (Aug 2014 - May 2015 YTD)		
Neighborhood	First Source Hires	First Source Referrals
Bayview [94124]	10	73
Outer Mission/Excelsior [94112]	10	66
Visitation Valley [94134]	3	48
Western Addition [94115, 94117]	5	39
Mission [94110]	4	33
SoMa [94103]	1	21
Chinatown [94108, 94133]	2	23
Tenderloin [94102]	3	24
Targeted Neighborhoods	38	327
Overall*	53	506
Source: May 2015 CPMC Monthly Compliance Report to OEWD.		
Note: OEWD revised its referral data in April 2015 to remove duplicate applicants.		
*Overall numbers include hires and referrals from non-targeted neighborhoods		

The Coalition is also pleased to see in the Compliance Statement that Sutter-CPMC is tracking the retention rate of its First Source hires. Retention information is critical to assessing the program's lasting impact. ***The Coalition encourages Sutter-CPMC and the City to include retention data in all future monthly reports compiled on entry-level hiring.***

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

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

¹² The full text of Section 8 of Exhibit K of the DA, which outlines the transit subsidy obligation in subsection 8.c., provides:

Clipper Cards.

- a. CPMC shall set up a master account for all employees with the Clipper Card Program or similar/successor electronic debit and transfer mechanism.
- b. CPMC shall encourage all employees (new and existing) to enroll and purchase a Clipper Card as a part of its Transportation Demand Management (TDM) plan. As part of its normal TDM activities, CPMC shall promote the use of the subsidy described in Section 8.c below by (1) including this subsidy information in new hire packets and orientation, in transportation services newsletters, on a TDM communication board in each Campus cafeteria, and on the TDM page on CPMC's intranet, (2) promoting the subsidy at the annual transportation fairs held at each Campus, and (3) undertaking additional outreach as necessary to drive up adoption and achieve the SOV reduction goals.
- c. ***CPMC shall share the cost equally between employer and employee of a monthly Fast Pass or Clipper Card (or any successor transit card issued or approved by SFMTA) that an employee buys through CPMC's automatic payroll deduction program, up to the value of an adult Fast Pass (currently \$64), as such amount changes from time to time.*** CPMC shall have no responsibility to contribute to or to share the costs of a Clipper Card (or other successor transit card) to the extent such costs exceed the value of a Fast Pass.
- d. CPMC shall make good faith efforts to include an "opt-out" provision for Clipper Cards in future labor contracts.

(Emphasis added.)

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

The Coalition requests that the upcoming City Report include a written legal analysis by the City Attorney directly responding to the Coalition's reading of Section 8 of Exhibit K of the DA. Despite the Coalition's submission of extensive written legal analysis of that section in its July 2014 public comments¹⁴ and its response to the 2013 City Report's interpretation of it,¹⁵ *no representative of the City Attorney has responded in writing nor appeared at any of the public hearings on the DA before the Planning and Public Health Commissioners or the Board of Supervisors.* Nor was a Deputy City Attorney identified as an author of the 2013 City Report's analysis of the transportation provisions, which identified Transportation Planner Carli Payne of the SFMTA as the responsible staff person.

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

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

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

¹⁴ See Comments of SFHHJJ on CPMC 2013 Compliance Statement, July 2, 2014, pp. 6-9.

¹⁵ See SFHHJJ Response to City Report on Sutter-CPMC's 2013 Compliance, Nov. 24, 2014, pp. 9-12.

Conclusion

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

Respectfully submitted on behalf of the Coalition,



Ascanio Piomelli

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

**ATTACHMENT 5:
NOVEMBER 24, 2015 LETTER
FROM SAN FRANCISCANS
FOR HEALTHCARE,
HOUSING, JOBS & JUSTICE**



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November 24, 2015

**By Hand Delivery and Electronic Submission to planning@rodneymfong.com,
jonas.ionin@sfgov.org, and Commissions.Secretary@sfgov.org**

Mr. Rodney Fong, President
Mr. Jonas P. Ionin, Secretary
San Francisco Planning Commission
1660 Mission Street, Suite 400
San Francisco, CA 94103-2479

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

Dear President Fong and Commission Secretary Ionin:

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

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

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

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

Procedurally, the Coalition is deeply troubled by

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

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

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

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

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

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

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

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

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

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

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

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

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

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to City Report on CPMC's 2014 Compliance with DA**

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

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

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

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

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

In its July comments, the Coalition had urged DPH: ***"to initiate public outreach to Tenderloin residents to inform them of the outcome and their options for receiving hospital and specialty care at Sutter-CPMC or San Francisco General Hospital."*** The Coalition appreciates that the DA-created Community Health Innovation Fund will support NEMS' and St. Anthony's' outreach efforts. But DPH has an affirmative duty, in its role of overseeing the health care needs of the City, to ensure that as many people as possible are aware of their options to receive specialty and hospital care with shorter wait-times than those at SF General

Hospital. A broad DPH outreach to the Tenderloin, not simply by a single provider network, should be launched to ensure that residents understand their full variety of options.

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

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

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

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

Clipper Cards.

- a. CPMC shall set up a master account for all employees with the Clipper Card Program or similar/successor electronic debit and transfer mechanism.
- b. CPMC shall encourage all employees (new and existing) to enroll and purchase a Clipper Card as a part of its Transportation Demand Management (TDM) plan. As part of its normal TDM activities, CPMC shall promote the use of the subsidy described in Section 8.c below by (1) including this subsidy information in new hire packets and orientation, in transportation services newsletters, on a TDM communication board in each Campus cafeteria, and on the TDM page on CPMC’s intranet, (2) promoting the subsidy at the annual transportation fairs held at each Campus, and (3) undertaking additional outreach as necessary to drive up adoption and achieve the SOV reduction goals.
- c. ***CPMC shall share the cost equally between employer and employee of a monthly Fast Pass or Clipper Card (or any successor transit card issued or approved by SFMTA) that an employee buys through CPMC’s automatic payroll deduction program, up to the value of an adult Fast Pass (currently \$64), as such amount changes from time to time.*** CPMC shall have no responsibility to contribute to or to share the costs of a Clipper Card (or other successor transit card) to the extent such costs exceed the value of a Fast Pass.
- d. CPMC shall make good faith efforts to include an “opt-out” provision for Clipper Cards in future labor contracts.

(Emphasis added.)

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

Conclusion

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

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

Respectfully submitted on behalf of the Coalition,



Ascanio Piomelli

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

⁶ Email to Ascanio Piomelli from Elizabeth Purl, Planning Department Development Performance Coordinator, Nov. 17, 2015, at 7:56 a.m.

**ATTACHMENT 6:
LETTER FROM DPH TO CPMC
REGARDING CULTURALLY
AND LINGUSTICALLY
APPROPRIATE SERVICES
(CLAS) STANDARDS**



San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

Edwin M. Lee, Mayor

Dr. Browner,

Thank you for forwarding the results of CPMC's Culturally and Linguistically Appropriate Services (CLAS) standards assessment. I appreciate that CPMC undertook this review, which demonstrates the importance of this issue to CPMC, to the Department of Public Health, and, most significantly, to the communities we serve. I know it is our mutual goal to support access to high quality, culturally and linguistically appropriate care for all San Franciscans. In the spirit of this shared goal, our staff have reviewed the information contained in that assessment and offer the following comments and requests.

HOSPITAL-WIDE ASSESSMENT

The hospital-wide assessment provides an overview of CPMC's performance on the CLAS Standards across all campuses. Relying on a document audit, staff input, and executive interviews, it assessed the hospital's performance across the seven organizational domains identified that are the critical areas in which cultural competence should be evident within a healthcare organization. **We would like to call your attention to several areas that could benefit from additional focus and ask that these be addressed in CPMC's next annual report on compliance with the Development Agreement.**

1. The assessment included significant staff input, but did not include patient input. Please provide information on the process CPMC uses to incorporate the patient perspective into its CLAS standards continuous improvement efforts.
2. While the assessment indicates that analysis was performed by campus, no campus-specific information was presented. Please provide the campus-specific data analyses that are identified in the assessment.
3. The report identifies the number of interpreter requests in 2015 (27,215), but it does not indicate what proportion of all patient services these requests represent. Please provide the proportion of patient services for which interpretation is requested by campus.
4. Similarly, the report does not include the number of patients with limited English proficiency (LEP). Please provide the number and proportion of LEP patients by campus.
5. The report indicates that 93% of requests were filled with in-person interpreters, but does not provide the average time patients wait for those request to be fulfilled. We would like to request the average wait time for interpretation as an additional measure of access by campus.
6. The survey findings indicate that staff prefer bilingual staff to interpreters, but provides limited information on certified bilingual staff. Please provide the number and percent of certified bilingual staff by campus, and the criteria and process for certifying bilingual staff.
7. The assessment did not include information on the conflict resolution/grievance. Please provide information on the process for handling complaints related to access to culturally or linguistically appropriate services.

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8. The assessment references the community health workers in St. Luke's HealthFirst program as an informal community advisory group, representative of the demographics of the patients served and providing input and guidance in the development of services to meet the language, spiritual and cultural needs of their communities. Please provide additional information on the HealthFirst program (e.g., scope, activities, population served).
9. The assessment included several recommendations for further enhancing access to culturally and linguistically appropriate services. Please include updates on the implementation of these recommendations as part of CPMC's annual report on its compliance with the Development Agreement.

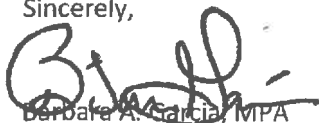
ST. LUKE'S DIABETES CLINIC

It was in large part in response to community concerns about the availability of culturally and linguistically appropriate care at the St. Luke's Diabetes Clinic that DPH requested a two-part peer review of CPMC's compliance with the CLAS standards: a hospital-wide review, and a review specific to the St. Luke's Diabetes Clinic. In response, CPMC proposed to engage a third party to perform a CLAS standards assessment, so DPH agreed to hold on the peer review request. CPMC's CLAS standards assessment, however, does not include a specific information on the St. Luke's Diabetes Clinic. Therefore, **DPH would like to proceed with the peer review previously proposed and requests additional information on the St. Luke's Diabetes Clinic as described below.**

1. Summary of services provided.
2. Summary of patient demographics (e.g., number of patients served, preferred language of patients served, race/ethnicity of patients served).
3. Summary of staffing and staff demographics (e.g., list of all current staff, including role, race/ethnicity, and language capacity).
4. Number and proportion services for which there are interpreter requests, language requested, and average wait time from request to fulfillment.
5. Examples of diabetes education materials, patient care instructions, patient engagement tools, and patient education curricula, in all available languages.
6. A site-visit by DPH staff following receipt of the information listed above and review by DPH staff.

The purpose of the peer review of the St. Luke's Diabetes Clinic is to offer DPH's expertise providing similar services to diverse communities in an effort to share learnings and best practices to enhance the quality of care. We look forward to hearing from you soon to plan for the peer review and to continuing our work together to ensure culturally and linguistically appropriate services are available for all San Franciscans.

Sincerely,



Barbara A. Garcia, MPA

Director of Health

San Francisco Department of Public Health