

November 12, 1991

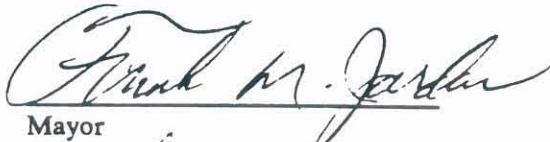
- R. **Construction Agreement.** Although certain provisions of this Agreement were drawn by City/County and certain provisions were drawn by University, the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party in order to achieve the objectives and purposes of the Parties. Any caption preceding the text of an Article, Section, or Subsection or in the Table of Contents is included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.
- S. **Further Assurances; Covenant to Sign Documents.** Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and to do all things, and to execute, with acknowledgement or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.
- T. **References; Terminology.** Unless otherwise specified, whenever in this Agreement reference is made to the Table of Contents, any Article, Section, or Exhibit, or any defined term, the reference shall be deemed to refer to the Table of Contents, Article, Section, or Exhibit, or defined term of this Agreement. The use in this Agreement of the words "including", "such as", or words of similar import when following any general term, statement, or matter shall not be construed to limit such statement, term, or matter to the specific items or matters whether or not language of non-limitation, such as "without limitation" or "but not limited to," or words of similar import is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term, or matter.
- U. **Signature Pages.** For convenience, the signatures of the parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.
- V. **Waiver; Cumulative Remedies; Notice of Waiver.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the Party's right to demand strict compliance by the other Party in the future. No waiver by a Party of a Default shall be effective or binding upon that Party unless made in writing by that Party. No such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default or cover any other period of time, other than the Default and/or period of time specified in the express waiver. One (1) or more written waivers of a Default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent Default, or Unmatured Event of Default, or of the performance of any provision of this Agreement. All of the rights or remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and the exercise of any right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.
- W. **Section Headings.** Section headings are for convenience only and shall not be construed as part of this Agreement.

November 12, 1991

- X. **Americans with Disabilities Act (ADA).** The parties acknowledge that, pursuant to the ADA, programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The Parties agree to provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. The Parties agree not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement.
- Y. **Termination of Prior Agreement.** Upon the effective date of this Agreement, the Affiliation Agreement between the Parties dated July 1, 1959, is terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized the day and year first above written.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Director of Health

  
\_\_\_\_\_  
Clerk, Board of Supervisors

  
\_\_\_\_\_  
Purchaser M.H. Geistlinger

  
\_\_\_\_\_  
Health Commission

  
\_\_\_\_\_  
SFGH Executive Administrator

APPROVED AS TO FORM:  
LOUISE H. RENNE, City Attorney

By:   
\_\_\_\_\_  
Deputy City Attorney

10110354.WP5

November 12, 1991

REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
a California Corporation

*Patricia L. Dwyer*

Secretary

\_\_\_\_\_  
President

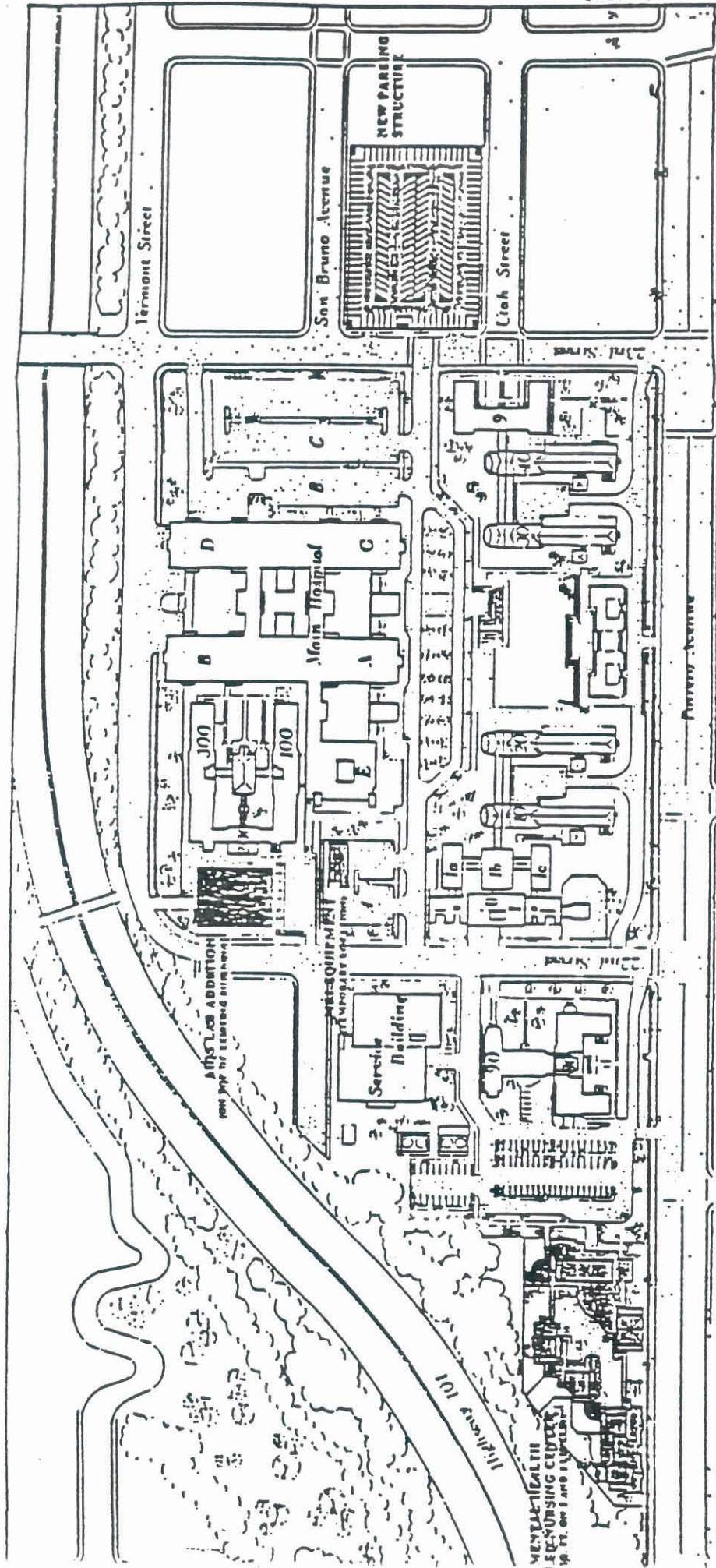
APPROVED AS TO FORM:

By:

*John F. Lundberg*

University Counsel of the Regents

EXHIBIT A: HOSPITAL CAMPUS



Not pictured but included as part of the Hospital Campus is the City/County Paramedic Division Facility located at 2789 25th Street.

EXHIBIT B

HEALTH COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 3-93

DEPARTMENT OF PUBLIC HEALTH  
MISSION STATEMENT RESOLUTION

WHEREAS, the Health Commission wishes to adopt a Mission Statement describing the broad goals and roles of the Department of Public Health to guide planning, budgeting and policy; and

WHEREAS, the following Mission Statement has been proposed by the Department of Public Health:

It is the mission of the San Francisco Department of Public Health to promote and sustain the best possible state of physical and mental health and functioning for all San Franciscans. The Department shall:

- Protect and promote a healthy environment;
- Actively pursue access for all, and the elimination of financial, cultural, linguistic, physical and operational barriers to services;
- Lead the development of financial and human resources and programs, in partnership with communities, consumers, providers, employees and other public and private entities;
- Design and advocate policies, plans, standards and programs to prevent or remediate conditions that threaten the public's health;
- Assess, evaluate, educate and disseminate information regarding conditions that affect the public's health;
- Deliver high quality, cost-effective, personal health services, especially for the poor and others with inadequate access to services, and with priority to those in greatest need;
- Provide and coordinate citywide emergency medical services; and
- Be publicly accountable for the development, design and execution of health policies and programs; now, therefore, be it

RESOLVED, that the Health Commission adopts the Department of Public Health's Mission Statement; and be it

FURTHER RESOLVED, that this Mission Statement replace all previous Mission Statements.

I hereby certify that the foregoing resolution was adopted by the Health Commission at its meeting of Tuesday, March 16, 1993.



Sandy Ouye Mori

Executive Secretary to

EXHIBIT C

San Francisco Administrative Code

Section 12B.1

CHAPTER 12B

NONDISCRIMINATION IN CONTRACTS

- Sec. 12B.1. All Contracts to Include Nondiscrimination Provisions: Definitions.
- Sec. 12B.2. — Nondiscrimination Provisions of Contract.
- Sec. 12B.3. Human Rights Commission Empowered.
- Sec. 12B.4. Affirmative Action Guidelines.
- Sec. 12B.5. Chapter Applies Only to Discriminatory Employment Practices.
- Sec. 12B.6. Severability.

**SEC. 12B.1. ALL CONTRACTS TO INCLUDE NONDISCRIMINATION PROVISIONS; DEFINITIONS.** All contracting agencies of the the City and County of San Francisco, or any department thereof, acting for or on behalf of the City and County, shall include in all contracts, franchises, leases, concessions or other agreements involving real or personal property, hereinafter negotiated, let, awarded, granted, renegotiated, extended or renewed, in any manner or as to any portion thereof, a provision obligating the contractor, franchisee, lessee, concessionaire, or other party of said agreement not to discriminate on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee of, or applicant for employment with, such contractor, franchisee, lessee, or concessionaire, and shall require such contractor, franchisee, lessee or concessionaire to include a similar provision in all sub-contracts, or subleases or other subordinate agreements let, awarded, negotiated or entered into thereunder.

(a) Definitions. As used in this Chapter the term: "Age" refers to and shall include any employee or applicant for employment who has attained the age of 40 years and has not attained the age of 65 years. For the purposes of this Section, discrimination because of age shall mean dismissal from employment of, or refusal to employ or rehire any person because of his or her age, if such person has attained the age of 40 years and has not attained the age of 65 years, if the person is physically able and mentally competent to perform the services required. Age limitations of apprenticeship programs in which the State or its political subdivisions participate shall not be considered discriminatory within the meaning of this Section.

"Contract" shall mean and include an agreement to provide labor, materials, supplies or services in the performance of a contract, franchise, concession or lease granted, let or awarded for and on behalf of the City and County of San Francisco.

"Contractor" means any person or persons, firm, partnership, corporation, or combination thereof, who submits a bid and/or enters into a contract with department heads and officers empowered by law to enter into contracts on the part of the City and County for public works or improvements to be performed, or for a franchise, concession or lease of property, or for goods, services or supplies to be purchased, at the expense of the City and County or to be paid out of moneys deposited in the treasury or out of trust moneys under the control or collected by the City and County.

"Subcontractor" means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a contract or agreement with the contractor to perform a substantial specified portion of the contract for public works, improvements, supplies, goods or services, or for a lease, franchise or concession, let granted or awarded for or on behalf of the City and County in accordance with the plans and specifications of such contract. Such term shall include any contractor who enters into a contract with any subcontractor for the performance of 10 percent or more of the subcontract.

"Subcontract" shall mean and include an agreement or contract under or subordinate to a prime contract, franchise, lease, or concession granted, let or awarded for or on behalf of the City and County of San Francisco.

"Concession" includes a grant of land or other property by or on behalf of the City and County of San Francisco to a person for the purpose or use specified in said grant.

"Concessionaire" shall mean and include a person who is the grantee or beneficiary of a concession as herein defined.

"Franchise" shall mean and include a right or privilege conferred by grant from the City and County of San Francisco, or any contracting agency thereof, and vested in and authorizing a person to conduct such business or engage in such activity as is specified in said grant.

"Franchisee" shall mean and include a person who is the grantee or beneficiary of a franchise as herein defined.

"Lease" shall mean and include a contract by which the the City and County of San Francisco, or any contracting agency thereof, grants to a person the temporary possession and use of property, for reward, and the latter agrees to return the same to the former at a future time.

"Lessee" shall mean and include a person or tenant taking possession of property under a lease as herein provided, and further included a bailee under a bailment agreement providing a rental for personal property.

"Sublease" shall mean and include a lease by which a lessee or tenant grants or lets to another person part or all of the leased property for a shorter term and under which said lessee or tenant retains some right or interest under the original lease.

"Sex" shall mean the character of being male or female.

"Sexual orientation" shall mean the choice of human adult sexual partner according to gender.

"Disability" is a physical or mental impairment which substantially limits one or more major life activities, is regarded as having such an impairment, or has a record of such an impairment.

"Qualified Disabled Employee" shall mean a person able to perform the essential functions of a job with reasonable accommodation.

"Supplier" means any person or persons, firm, partnership, corporation, or any combination thereof, who submits a bid or enters into a contract with the awarding agency of the City and County, or who submits a bid or enters into a contract with any contractor, subcontractor, lessee, sublessee, franchisee or concessionaire engaged in the performance of a contract let, awarded or granted by or on behalf of the City and County, for the supplying of goods, materials, services, equipment or furnishings. (Amended by Ord. 489-86, App. 12/18/86)

**SEC. 12B.2. NONDISCRIMINATION PROVISIONS OF CONTRACT.** Every contract or subcontract for or on behalf of the the City and County of San Francisco, as provided in Section 12B.1 hereof, shall contain the provisions following which shall be known as the nondiscrimination provisions of such contract.

In the performance of this contract, the contractor, subcontractor or supplier agrees as follows:

(a) Wherever the work is performed or supplies are manufactured in the United States, the contractor, subcontractor or supplier will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, disability or AIDS/ARC. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The contractor, subcontractor or supplier will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, ancestry, national origin, age, sex, sexual orientation, disability or AIDS/ARC. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Nothing in this ordinance shall require or prohibit the establishment of new classifications of employees in any given craft. The provisions of this Section with respect to age shall not apply to (1) termination of employment because of the terms or conditions of any bona fide retirement or pension plan, (2) operation of the terms or conditions of any bona fide retirement or pension plan which has the effect of a minimum service requirement, (3) operation of the terms or conditions of any bona fide group or insurance plan. The contractor, subcontractor or supplier agrees to post in conspicuous places, available to employees and applicants or employees and applicants for employment, notices in such form and content as shall be furnished or approved by the awarding authority setting forth the provisions of this Section.

(b) Except as in this Section provided or in cases where the law compels or provides for such action any provisions in any contract agreement or undertaking entered into on or after the effective date of this Chapter which prevent or tend to prevent the employment of any person solely by reason of his or her age, who has attained the age of 40 years and has not attained the age of 65 years shall be null and void.

(c) The contractor, subcontractor or supplier shall provide reasonable accommodation for qualified applicants for employment and for qualified disabled employees. Said contractor, subcontractor or supplier need not provide reasonable accommodation if such would present an undue hardship. An undue hardship may include but not be limited to de minimus cost, violation of the seniority rights of other co-workers as established by a bona fide seniority system, or would present a health or safety risk to the employee or co-employees. The burden of establishing an undue hardship rests on the employer.

(d) The contractor, subcontractor or supplier will in all solicitations or advertisements for employees placed by or on his or her behalf, state that qualified applicants will receive consideration for employment without regard to race, creed,



color, ancestry, national origin, age, sex, sexual orientation or disability. Any solicitations or advertisements that satisfy similar requirements under federal law, subject to the approval of the awarding authority, will also satisfy this requirement.

(e) The contractor, subcontractor or supplier will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the awarding authority, advising the said labor union of workers' representative of the contractor's, subcontractor's or supplier's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The contractor, subcontractor or supplier will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the awarding authority, the Fair Employment Practices Commission or the San Francisco Human Rights Commission, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this contract, and on request provide evidence that he or she has or will comply with the nondiscrimination provisions of this contract.

(g) That contractor, subcontractor or supplier shall be deemed to have breached the nondiscrimination provisions of this contract upon:

~~(1) A finding by the director of the San Francisco Human Rights Commission, or such other official who may be designated by the Human Rights Commission, that contractor, subcontractor, or supplier has wilfully violated such nondiscrimination provisions; or~~

(2) A finding by the Fair Employment Practices Commission of the State of California that a contractor, subcontractor or supplier has violated any provision of the Fair Employment Practices Act of California or the nondiscrimination provisions of this contract; provided, that the Fair Employment Practices Commission has issued a final order pursuant to Section 1426 of the Labor Code, or has obtained a final injunction pursuant to Section 1429 of the Labor Code; provided further, that for the purposes of these provisions, an order or injunction shall not be considered final during the period within which (1) appeal may be taken, or (2) the same has been stayed by order of court, or (3) further proceedings for vacation, reversal or modification are in progress before a competent administrative or judicial tribunal.

~~(3) Upon such finding by the Director of the Human Rights Commission or other official designated by the Human Rights Commission, or the Fair Employment Practices Commission, the awarding authority shall notify the contractor, subcontractor or supplier that unless he or she demonstrates to the satisfaction of the Director of the San Francisco Human Rights Commission, or other official designated by the Human Rights Commission, within such reasonable period as the Human Rights Commission shall determine, that the violation has been corrected, action will be taken as set forth in subparagraph (h) and (i) hereof.~~

~~(4) The Human Rights Commission shall, within ten days of the date of issuance of any finding by the Director of the Human Rights Commission or other official designated by the commission in the enforcement of this chapter, mail to any person or persons affected by said finding, a copy of said finding, together with~~

Written notice of his right to appeal. Notice of appeal must be filed in writing with the chairman of the Commission within 20 days of the date of mailing said copy and notice.

(5) For purpose of appeal proceedings under this Section, a quorum shall consist of eight members of the Commission. The vote of the majority of the full Commission shall be necessary to affirm reverse or modify such decisions, order or other action rendered hereunder. Should a member of the Human Rights Commission be designated under Section 12B.2(f)(1) of this contract, that commissioner may not participate in an appeal under this Section except as a witness.

(6) The presiding officer of the Commission shall have the power to administer oaths to witnesses in appeals before the commission under this Section. In the event that any person shall fail or refuse to appear as a witness in any such proceeding after being requested to do so, and if it shall appear to the Commission that his or her testimony, or books, records, documents or other things under his or her control are material and relevant as evidence in the matter under consideration by the Commission in the proceeding, the presiding officer of the Commission may subpoena such person, requiring his or her presence at the proceeding, and requiring him or her to bring such books, records, documents or other things under his or her control.

(7) All appeals to the Human Rights Commission shall be open to the public. Records and minutes shall be kept of such proceedings and shall be open to public inspection. Upon reaching a decision in any appeal, the Commission shall give written notice thereof to the Director of the Human Rights Commission, or other official designated by the Human Rights Commission, and the appellant or appellants. The decision of the Commission shall be final unless within 15 days of the filing and service of written notice thereof appropriate legal proceedings are filed in a court of competent jurisdiction by any party to this contract.

(8) If any contractor, subcontractor or supplier under contract to the City and County of San Francisco shall fail to appear at an appeal proceeding of the Commission after having been given written notice to appear, such failure to appear shall be grounds for cancellation of the contract or subcontract and such contractor, subcontractor or supplier shall be deemed to have forfeited all rights, benefits and privileges thereunder.

(9) The Human Rights Commission of San Francisco shall promulgate rules and regulations for the implementation of the nondiscrimination provisions of this contract, and such rules and regulations shall, so far as practicable, be similar to those adopted in applicable federal executive orders.

(h) There may be deducted from the amount payable to the contractor, subcontractor or supplier by the City and County of San Francisco under this contract a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this contract. In addition to any other penalties herein provided for the violation of the nondiscrimination provisions of this contract or for the failure of any contractor, subcontractor or supplier to abide by the rules and regulations herein contained, this contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding as set forth in Section

~~12B.2(f) that the contractor, subcontractor or supplier has discriminated contrary to the provisions of this contract, and all moneys due or to become due hereunder may be forfeited to, and retained by, the City and County of San Francisco.~~

(i) A breach of the nondiscrimination provisions in the performance of this contract shall be deemed by the City and County of San Francisco to be material breach of contract and basis for determination by the officer, board or awarding authority responsible for the awarding or letting of such contract that the contractor, subcontractor or supplier is an irresponsible bidder as to all future contracts for which such contractor, subcontractor or supplier may submit bids. Such person, firm or corporation shall not for a period of two years thereafter, or until he shall establish and carry out a program in conformity with the nondiscrimination provisions of this contract, be allowed to act as a contractor, subcontractor or supplier under any contract for public works, goods or services for or on behalf of the City and County of San Francisco.

(j) Nothing contained in this contract shall be construed in any manner so as to prevent the City and County of San Francisco from pursuing any other remedies that may be available at law.

(k) Nothing contained in this contract shall be construed in any manner so as to require or permit the hiring of aliens on public works as prohibited by law.

(l) The contractor, subcontractor or supplier will meet the following standards for affirmative compliance:

(1) If the contractor, subcontractor or supplier has been held to be an irresponsible bidder under Section 12B.2(i) hereof, he or she shall furnish evidence that he or she has established and is carrying out a program in conformity with the nondiscrimination provisions of this contract.

(2) The contractor, subcontractor or supplier may be required to file with the Human Rights Commission a basic compliance report, which may be a copy of the federal EEO-1, or a more detailed report as determined by the Commission. Wilful false statements made in such reports shall be punishable as provided by law. No contractor, subcontractor or supplier shall be held in nonconformance for not filing such a report with the Human Rights Commission unless he or she has been specifically required to do so in writing by the Human Rights Commission.

(3) Personally, or through his or her representatives, the contractor, subcontractor or supplier shall, through negotiations with the unions with whom he or she has collective bargaining or other agreements requiring him or her to obtain or clear his or her employees through the union, or when he or she otherwise uses a union as an employment resource, attempt to develop an agreement which will:

(a) Define and outline responsibilities for nondiscrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative antidiscrimination program in terms of the unions' specific areas of skill and geography, such as an apprenticeship program, to the end that minority workers will be available and given an equal opportunity for employment.

(4) The contractor, subcontractor supplier or trade association shall notify the contracting agency of opposition to the nondiscrimination provisions of this contract by individuals, firms or organizations during the term of this contract. (Amended by Ord. 489-86, App. 12/18/86; Ord. 84-87, App. 3/20/87)

**SEC. 12B.3. HUMAN RIGHTS COMMISSION EMPOWERED.** The San Francisco Human Rights Commission, its presiding officer and its director are hereby granted the power to do all acts and exercise all powers referred to in Section 12B.2 hereof. (Added by Ord. 261-66, App. 10/21/66)

**SEC. 12B.4. AFFIRMATIVE ACTION GUIDELINES.** The following affirmative action guidelines shall apply to all contracts for or on behalf of the City and County of San Francisco, as provided in Section 12B.1 hereof.

In order to be eligible to bid or to have a bid considered by the awarding agency, the contractor in all contracts shall submit an affirmative action program which shall meet the requirements of the Human Rights Commission.

The Human Rights Commission may also require contractors, subcontractors and suppliers to take part in a pre-bid or pre-award conference in order to develop, improve or implement a qualifying affirmative action program.

(a) Affirmative action nondiscrimination programs developed pursuant to this Section shall be effective for a period of 12 months next succeeding the date of approval by the Human Rights Commission. Contractors, subcontractors and suppliers who are members in good standing of a trade association which has negotiated an affirmative action nondiscrimination program with the Human Rights Commission may make this association program their commitment for the specific contract upon approval of the Human Rights Commission without the process of a separate pre-bid or pre-award conference. Such an association agreement shall be effective for a period of 12 months next succeeding the date of approval by the Human Rights Commission. Trade associations shall provide the Human Rights Commission with a list of members in good standing in such association. The Human Rights Commission shall annually supply contracting agencies of the City and County with a list of contractors, subcontractors and suppliers who have developed approved affirmative action nondiscrimination programs.

(b) The awarding agency shall be responsible for notifying all prospective bidders of the requirements of this Section and also when requested by Human Rights Commission, for notifying the Human Rights Commission of each contract which is being proposed to be put to public bid.

(c) The proposed affirmative action program required to be submitted under Section 12B.4 hereof, and the pre-bid or pre-award conference which may be required by Human Rights Commission, shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

- (1) Apprenticeship where approved programs are functioning, and other on the job training for nonapprenticeable occupations;
- (2) Classroom preparation for the job when not apprenticeable;
- (3) Preapprenticeship education and preparation;
- (4) Upgrading training and opportunities;
- (5) Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided, however, that any contract subject to this ordinance shall

require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the City and County of San Francisco for such work; and

(6) The entry of qualified minority journeymen into the industry.

(d) Affirmative action nondiscrimination agreements resulting from the proposed affirmative action programs or the pre-bid or pre-award conferences shall not be confidential and may be publicized by the Human Rights Commission at its discretion. In addition, the Human Rights Commission may report to the Board of Supervisors, either on request of the Board or on its own initiative, on the progress or the problems which attend the implementation of these agreements or any other aspect of enforcement of this ordinance.

(e) Any job training or education program using the funds, facilities, or staff of the City and County of San Francisco which, in the judgment of the Board of Supervisors or the Human Rights Commission, can make a contribution to the implementation of this ordinance shall submit reports to the Human Rights Commission as requested and shall be required to cooperate with the contractors, subcontractors, suppliers and unions and with the Human Rights Commission for the effectuation of the affirmative action nondiscrimination programs developed under this ordinance. (Amended by Ord. 498-75, App. 1/5/75)

**SEC. 12B.5. CHAPTER APPLIES ONLY TO DISCRIMINATORY EMPLOYMENT PRACTICES.** This Chapter shall not confer upon the City and County of San Francisco or any agency, board or commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors or suppliers engaged in the performance of City and County contracts.

(a) The Board of Supervisors shall appropriate such funds from the General Fund of the City and County of San Francisco, subject to budgetary and fiscal provisions of the Charter, as it may deem necessary for the enforcement of this ordinance. (Amended by Ord. 340-68, App. 12/6/68)

**SEC. 12B.6. SEVERABILITY.** If any clause, sentence, paragraph or part of this Title or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this title. (Amended by Ord 261-66, App. 10/21/66)

## EXHIBIT D

### INSURANCE

a. University at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows;

1) Comprehensive Form General Liability Insurance or an equivalent funded program of self-insurance (automobile owned, non-owned, contractual, products and completed operations coverages included) with a combined single limit of no less than \$3,000,000 per occurrence.

2) Medical Professional and Hospital Liability Insurance or an equivalent program of self-insurance for bodily injury, property damage and personal injury in an amount no less than one million dollars (\$1,000,000) per claimant and two million dollars (\$2,000,000) each occurrence, with a general aggregate of five million dollars (\$5,000,000) applying. If such insurance is written on a commercial claims made form, following termination of this Agreement, coverage shall survive for the maximum reporting period available from insurance sources at each anniversary date of such insurance. Coverage shall also provide for a retroactive date of placement, coinciding with the effective date of this Agreement.

3) Workers' Compensation and Employers Liability Insurance or Self Insurance in a form and amount covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of University and City/County to protect against other insurable risks relating to performance under this Agreement.

It should be expressly understood, however, that coverages required herein shall not in any way limit the liability of the University. Upon the execution of this Agreement, University shall furnish City/County with Certificates of Insurance or self-insurance evidencing compliance with all requirements. The Certificates shall:

- (a) Make provisions for thirty (30) day advance written notice to City/County for any modification, change or cancellation of any of the above insurance coverages.
- (b) Name City/County as an additional insured. Such a provision, however, shall not apply with respect to a.3) above.

## INSURANCE (continued)

It should be further understood that the provisions under (b) above shall apply in proportion to or to the extent of the negligent acts or omissions of University, its officers, agents or employees and as stipulated under the Indemnity Provisions of Article XIV of this agreement.

b. City/County, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

1) Comprehensive Form General Liability Insurance or an equivalent program of self-insurance (automobile owned, non-owned, contractual, products and completed operations coverages included) with a combined single limit of no less than \$3,000,000 per occurrence. If such form of coverage would not be obtainable then:

2) Commercial Form General Liability Insurance or an equivalent program of self-insurance with limits as follows:

(a)	Each Occurrence	\$3,000,000.00
(b)	Products Completed Operations Aggregate	\$2,000,000.00
(c)	Personal and Advertising Injury	\$1,000,000.00
(d)	General Aggregate	\$6,000,000.00

However, if such insurance is written on a claims-made form, following termination of this Agreement, coverage shall survive for the maximum reporting period reasonably available. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

3) Business Auto Liability Insurance or equivalent self-insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$3,000,000.00 per occurrence.

4) Medical Professional and Hospital Liability Insurance or an equivalent program of self-insurance for bodily injury, property damage and personal injury in an amount no less than one million dollars (\$1,000,000) per claimant and two million dollars (\$2,000,000) each occurrence, with a general aggregate of five million dollars (\$5,000,000) applying. If such insurance is written on a commercial claims made form, following termination of this Agreement, coverage shall survive for the maximum reporting period available from insurance sources at each anniversary date of such insurance. Coverage shall also provide for a retroactive date of placement, coinciding with the effective date of this Agreement.

**INSURANCE (continued)**

5) Workers' Compensation and Employers Liability Insurance or self-insurance in a form and amount covering City/County's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

6) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of City/County and University to protect against other insurable risks relating to performance under this Agreement.

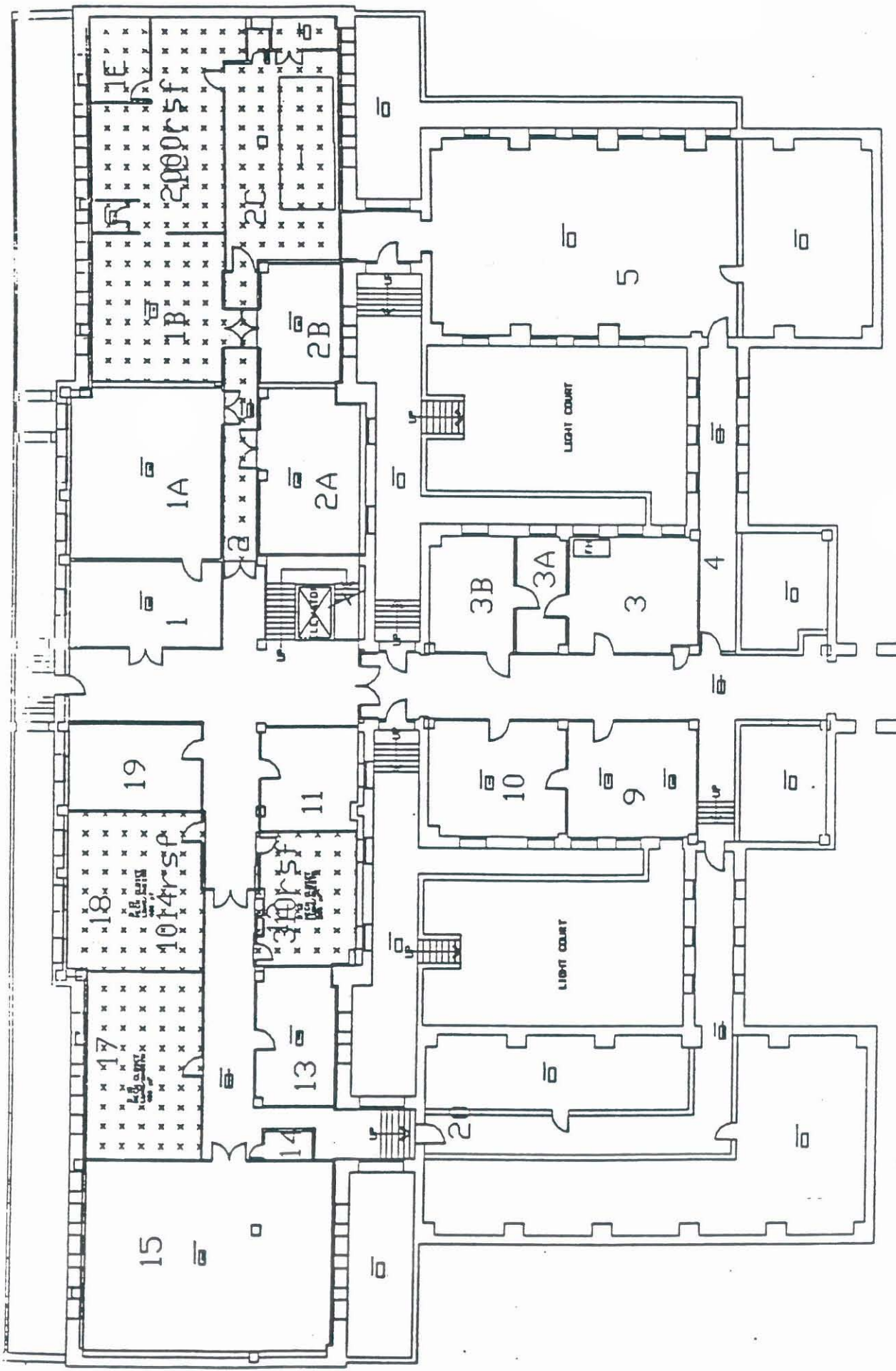
It should be expressly understood, however, that coverage required herein shall not in any way limit the liability of City/County. City/County agrees to maintain a self-insurance fund with respect to coverages enumerated above, agrees to provide University thirty (30) day advance written notice of depletion of such fund and agrees to use such fund as security for the obligations described in Article IV of this Agreement.



EXHIBIT E

FACULTY RESEARCH LEASE SPACE WORKSHEET

BUILDING	FLOOR	93 USE (rsf)	
1	BSMT	3,275	
	1	4,610	
	2	16,600	
	SUB	24,485	
3	1	760	
	2	3,640	
	3	12,600	
	SUB	17,000	
5	1	40	
	SUB	40	
30	4	2,100	
	5	5,600	
	30 BRIDGE	3	1,100
		4	1,100
		5	1,100
	SUB	11,000	
90	1	360	
	5	2,100	
	SUB	2,460	
100	2	17,050	
	3	9,250	
	SUB	26,300	
TOTAL		81,285	

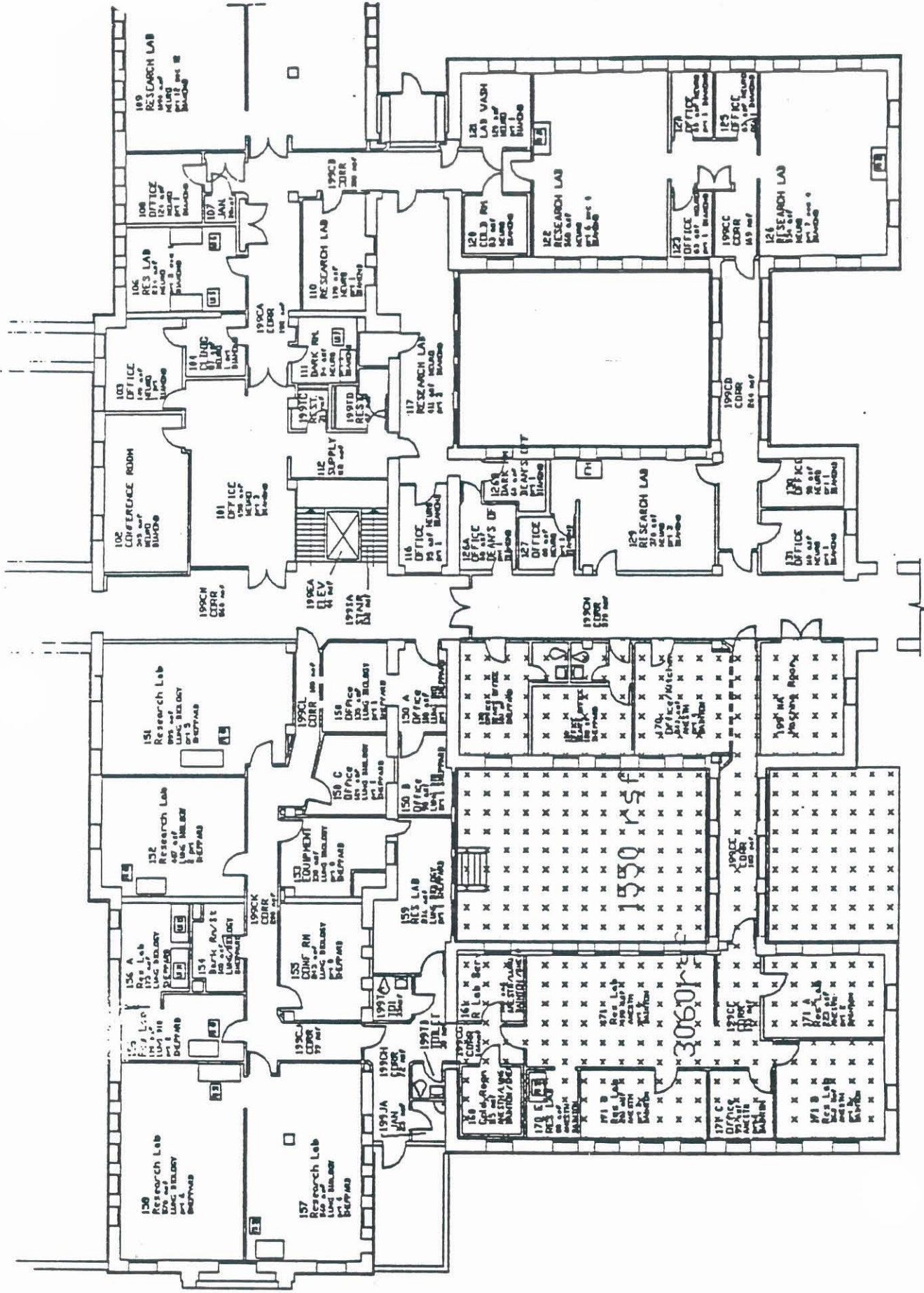


BUILDING 1 BASEMENT

0 14 10 20 50 FEET

3275 rsf



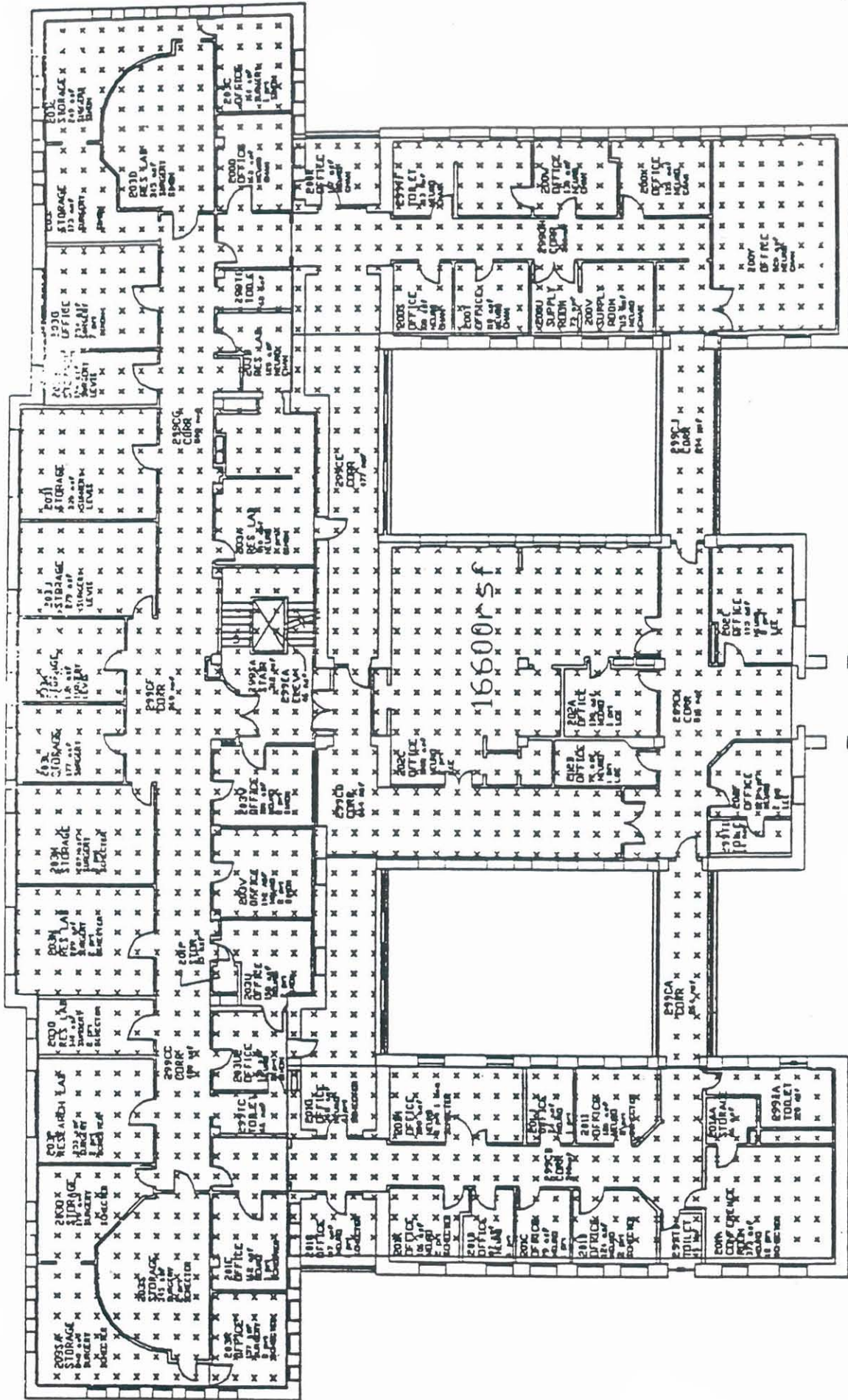


LUNG BIOLOGY / ANESTHESIOLOGY

BUILDING 1 1ST FLOOR  
4610 rsf

GALLO CENTER

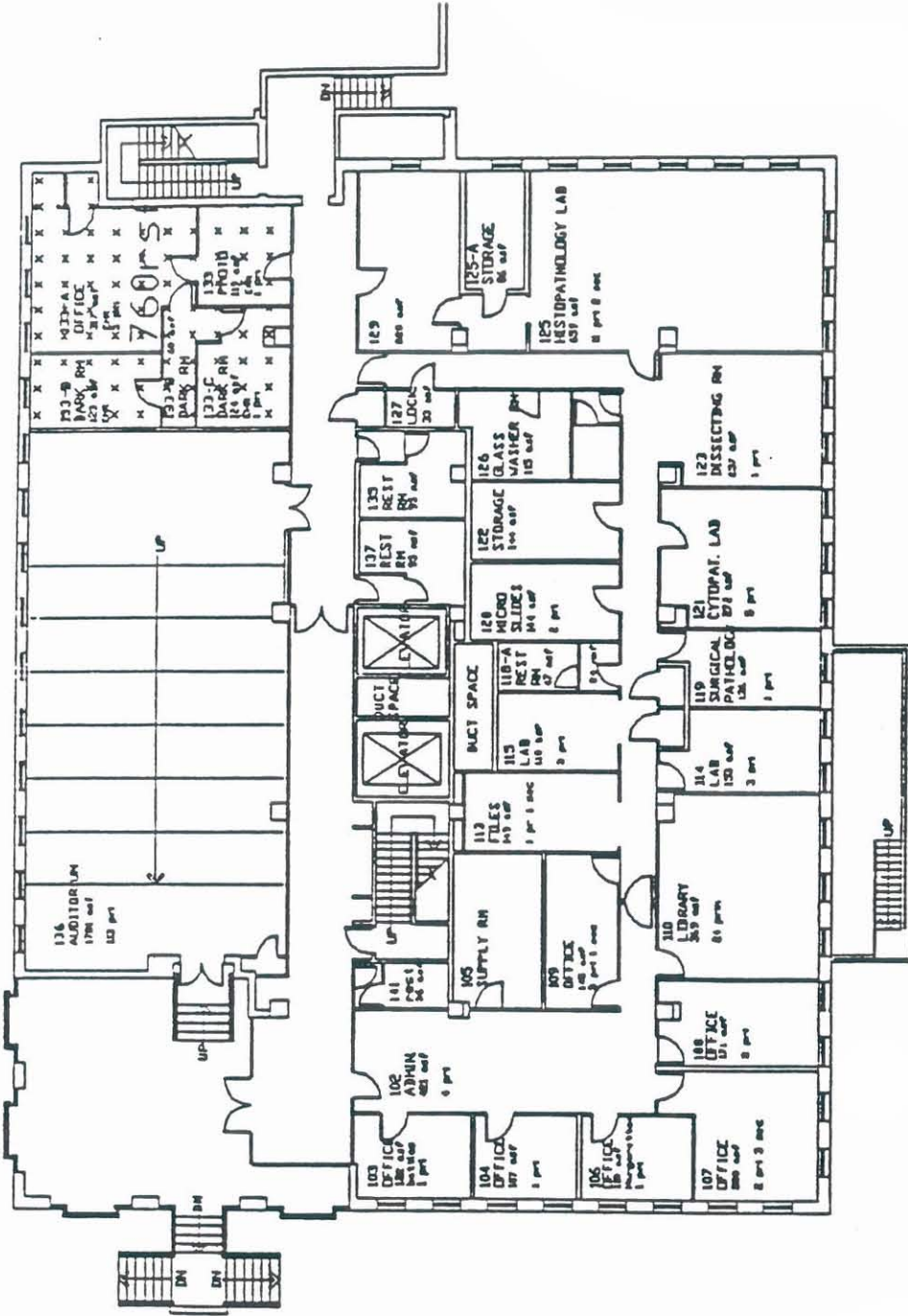




BUILDING 1 SECOND FLOOR



16600 rsf

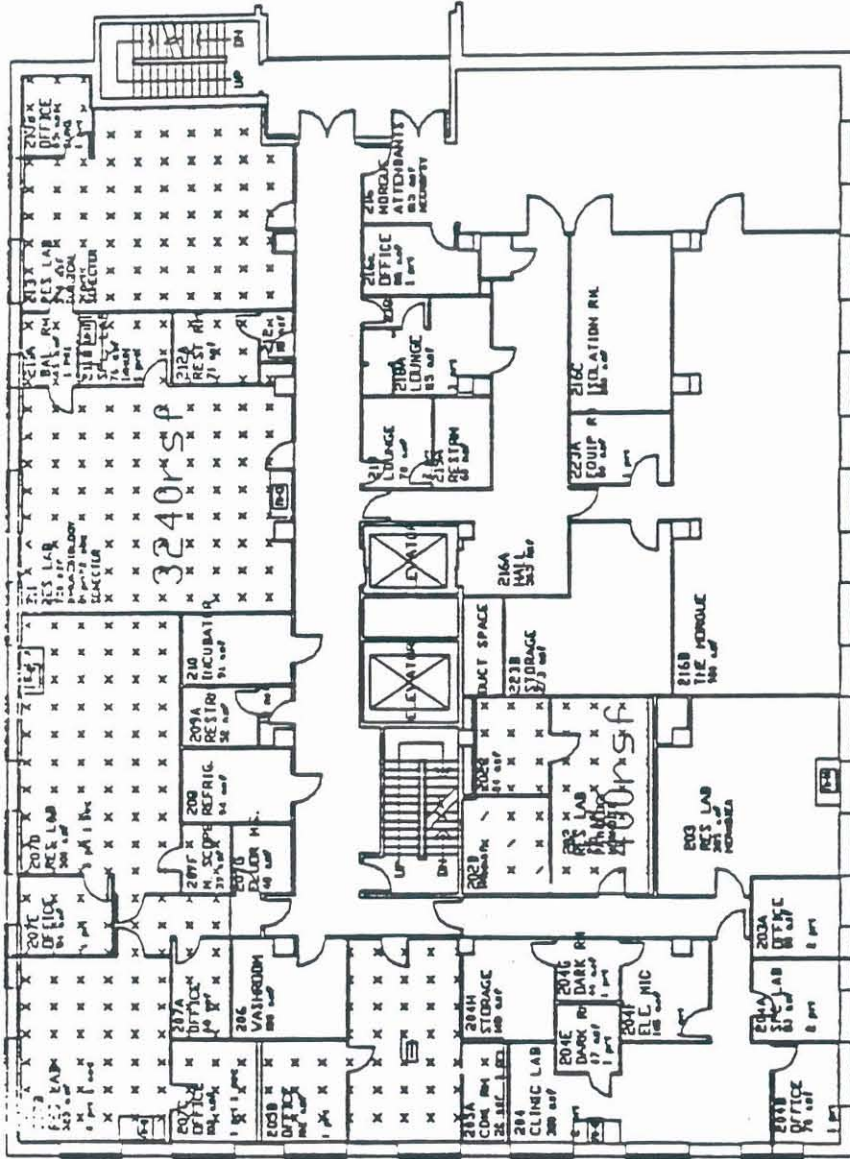


BUILDING 3 FIRST FLOOR



760 rsf





3640 rsf

BUILDING 3 SECOND FLOOR

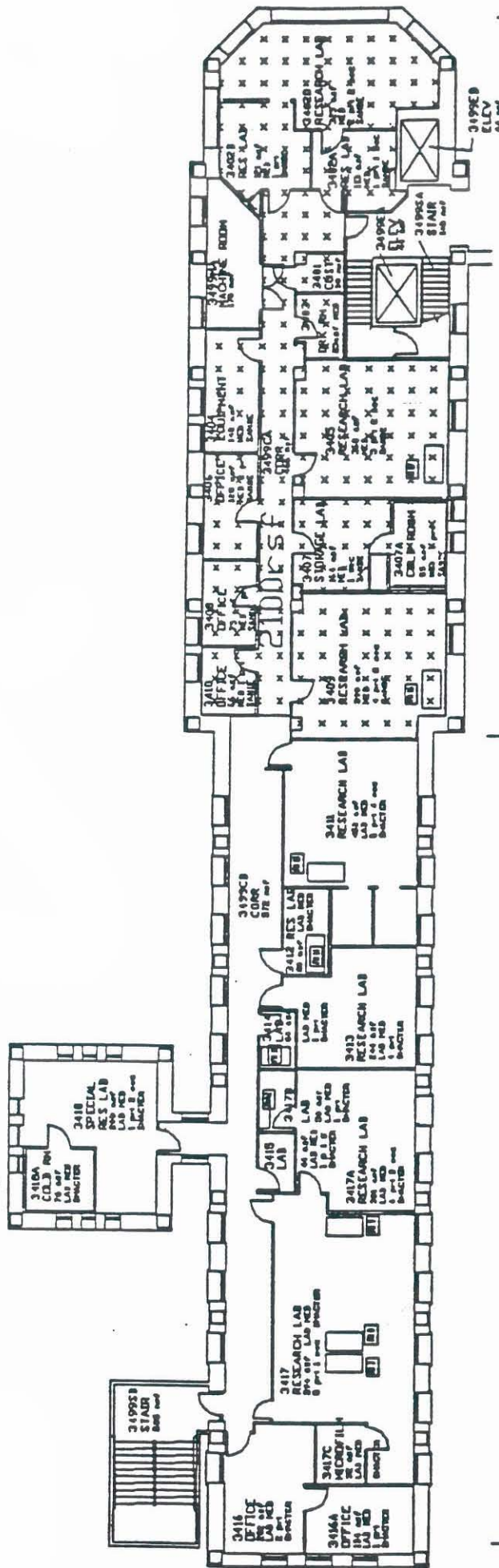
0 1 4 10 20 50 FEET











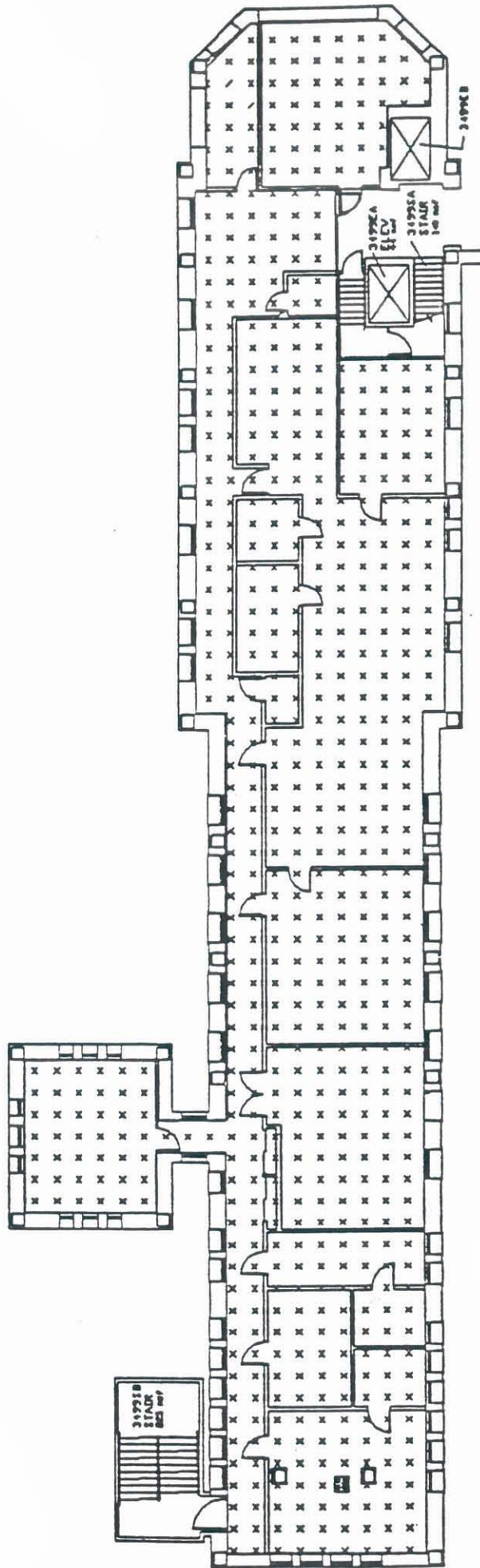
CHLAMYDIA RESEARCH

INFECTIOUS DISEASE

2100 rsf

BUILDING 30 4 TH FLOOR



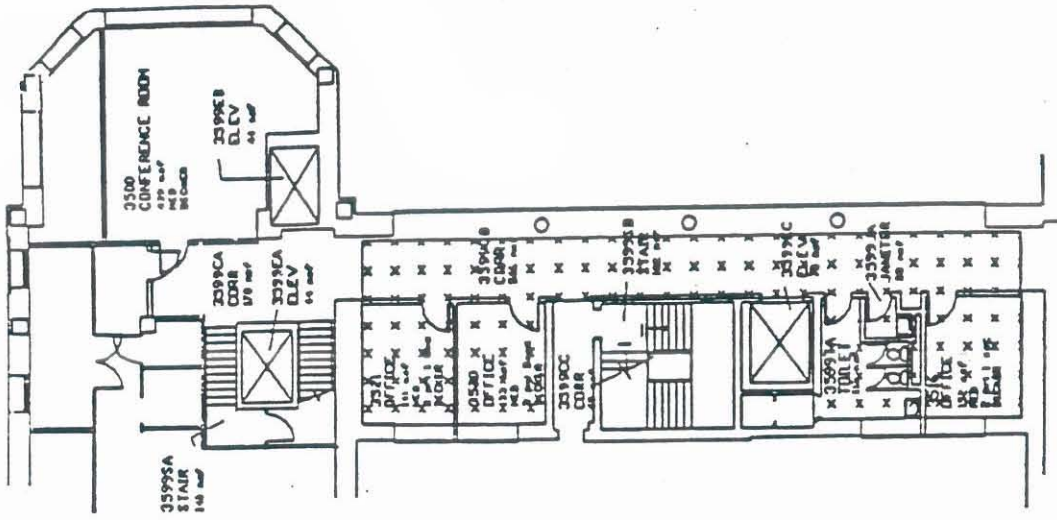


5600 rsf

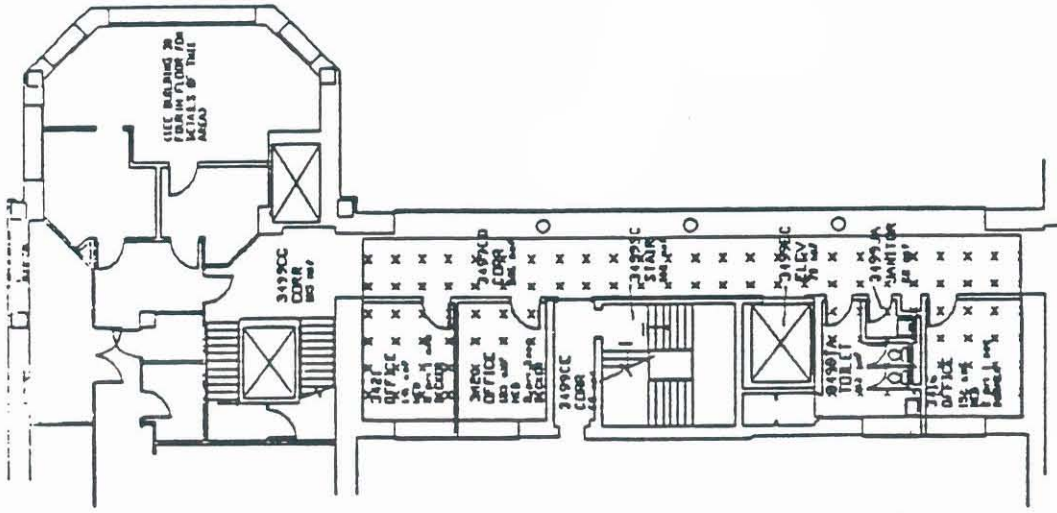


BUILDING 30 5 TH FLOOR

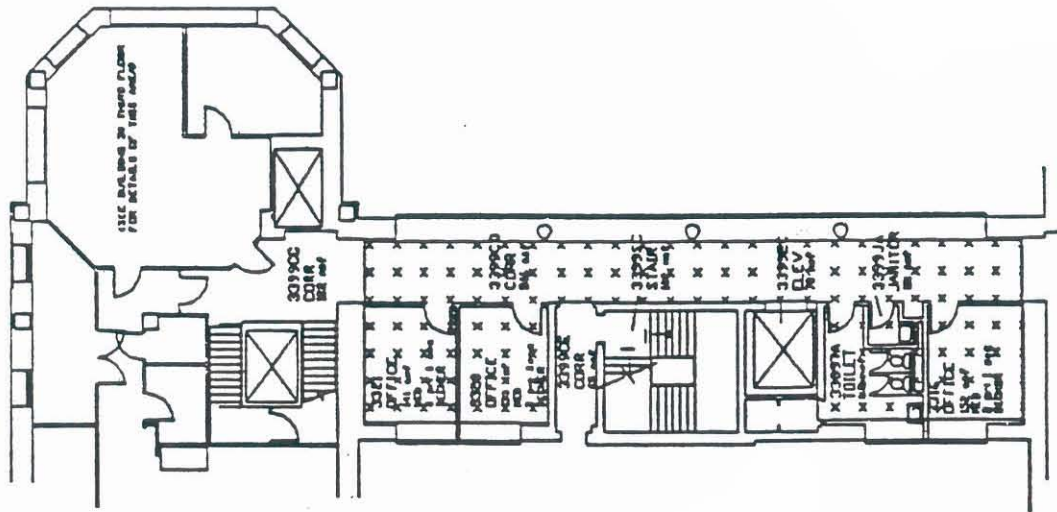




5TH FLOOR



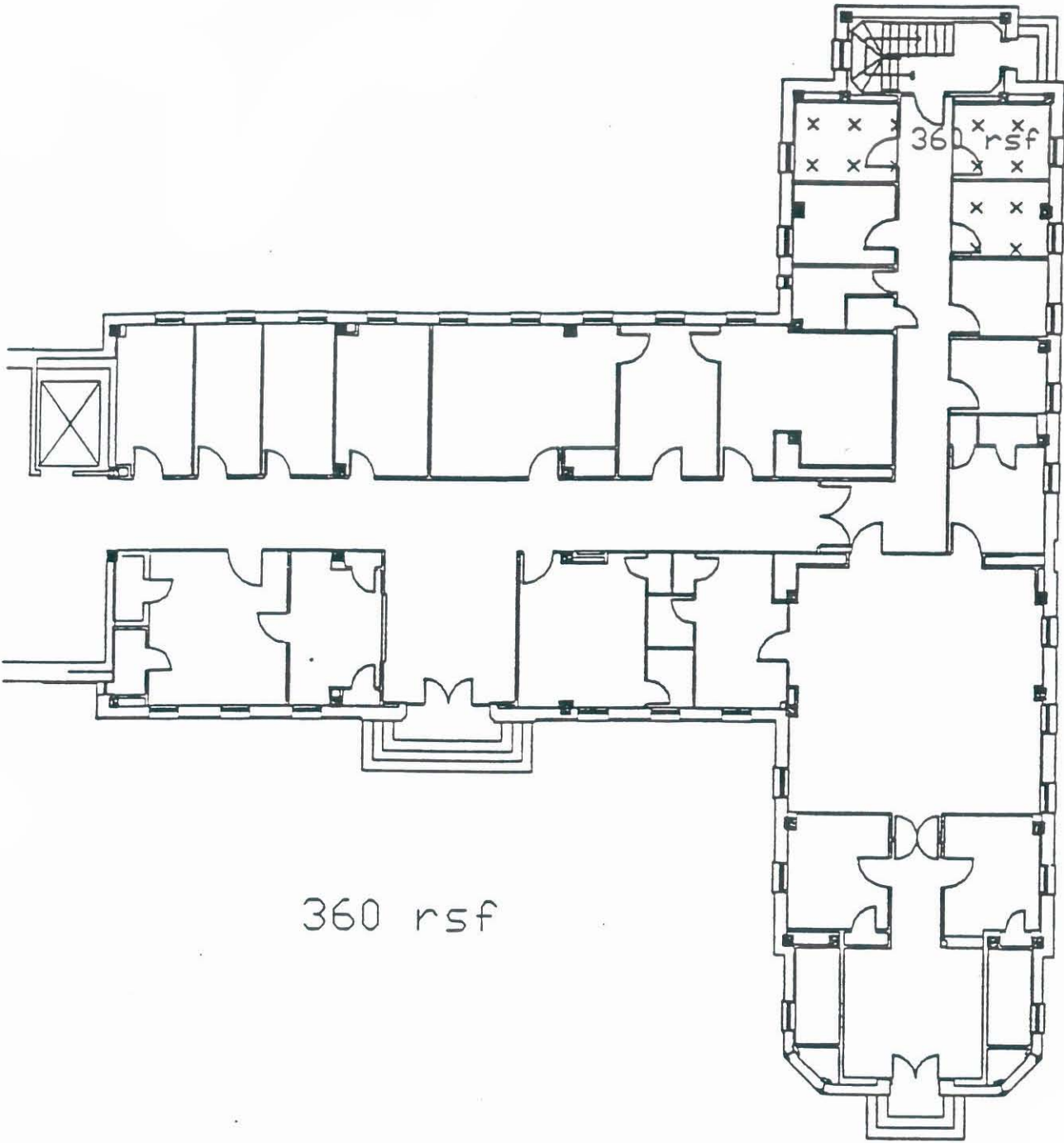
4TH FLOOR



3RD FLOOR

3300 rsf  
 BUILDING 30 BRIDGE

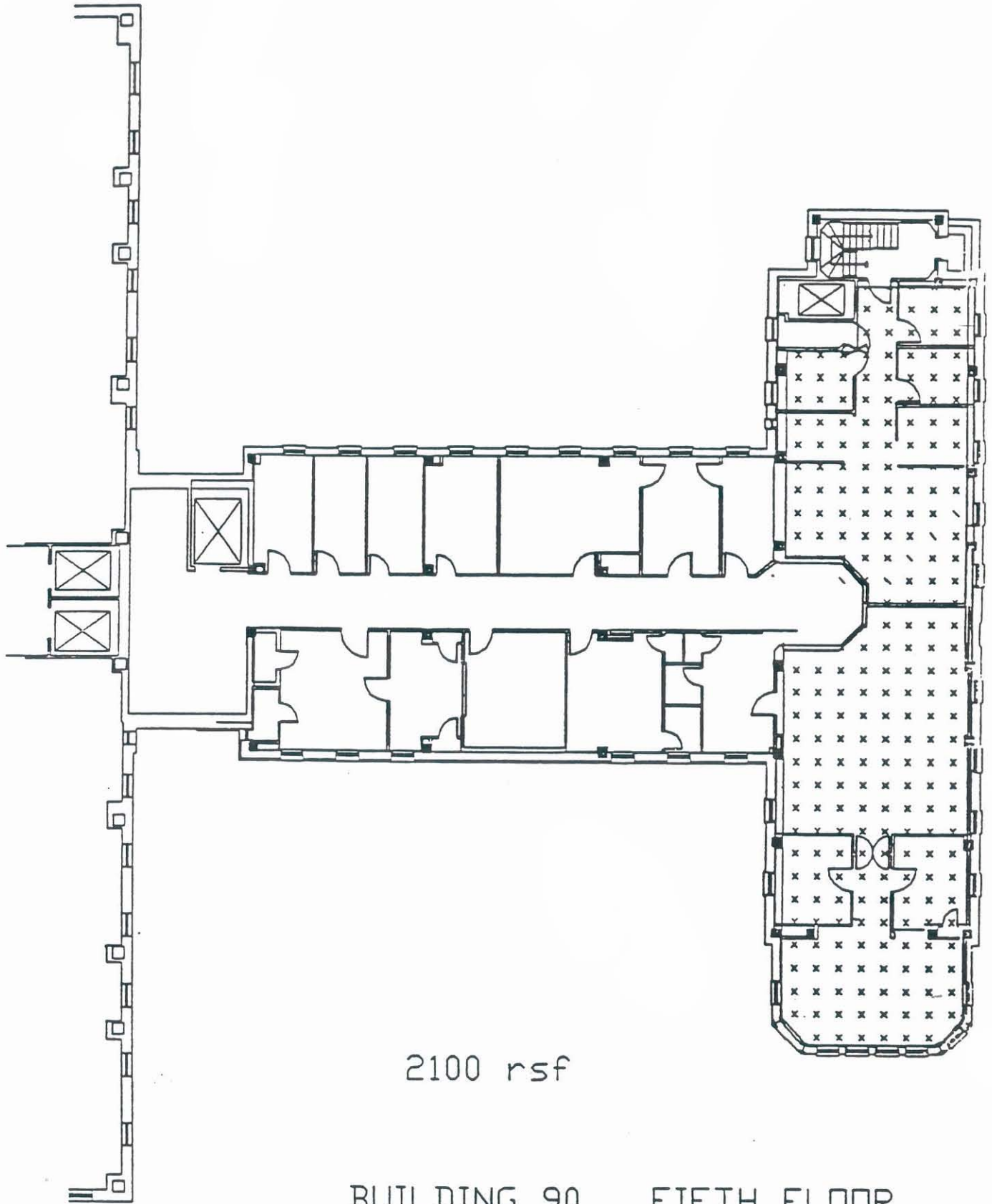




360 rsf

BUILDING 90 FIRST FLOOR









## EXHIBIT F

April 20, 1994

EXECUTIVE DIRECTOR RICHARD CORDOVA

RE: UC Offers of Employment to SFGH Physician Specialists

Dear Mr. Cordova:

This letter sets forth the procedures by which the University of California, San Francisco ("the University") will offer employment in accordance with Section X.E. and F. of the affiliation agreement to those physician specialists currently employed at San Francisco General Hospital ("SFGH") by the City and County of San Francisco (the "City and County") who also have either a paid part-time appointment and/or an academic affiliation with the University. The letter also briefly outlines the terms and conditions of employment which will be offered by the University to these physician specialists. Physician specialists (except those on approved leaves of absence) who are offered and accept the University's offer to employment will begin work as University employees effective October 1, 1994.

1. By July 1, 1994, the City and County will provide the University with a list of all physician specialists employed at SFGH. The list shall include name, job title, specialty, percentage of appointment, social security number and current mailing address.
2. No less than 15 days prior to October 1, 1994, the University will offer employment to the physician specialists and, by no later than September 15, 1994, the University will advise the City and County in writing of the physician specialists to whom offers of employment have been made. Offers of employment will not be extended to those physician specialists who have a date of separation from the City and County prior to September 30, 1994.
3. The offer of employment to the physician specialists will remain open until 5:00 p.m. on September 30, 1994. All acceptances must be received by close of business on September 30, 1994.
4. Pursuant to Sections X.E. and F. of the Affiliation Agreement, the University will extend offers of employment in writing; the letter offering employment will include among other matters:
  - a. The classification and position which will be offered to the physician specialist if he or she accepts University employment;
  - b. The initial salary or wage rate;
  - c. Percentage of appointment;



- d. The starting date;
  - e. A statement that, if the physician specialist accepts employment with the University, he or she will be covered by all applicable Regents' personnel policies and procedures in effect on the date of Regents' employment; and
  - f. A statement that if the physician specialist, if he or she has not already done so, must complete all necessary paperwork in order to become an employee of the Regents, including providing proof of eligibility to work in the United States and execution of the Loyalty Oath.
5. A City and County physician specialist to whom an offer of employment is made shall be entitled to accept the offer by signing the offer of employment and filing it with an authorized University representative on or before 5:00 p.m. on September 30, 1994. This shall be the exclusive method by which employment will be offered and accepted. For those who are on active status with the City and County as of September 30, 1994, and who are offered and accept the University's employment offer, employment with the University will begin October 1, 1994. Those employees who, on September 30, 1994, are on an approved leave of absence from the City and County and who receive an offer of employment, the offer of employment will not be effective until the first work day following the expiration date of the leave. Please advise the University no later than July 1 of all physician specialists who are then currently on leave with a return to work date scheduled after October 1, 1994 and update the list on the first day of July, August and September.
6. Initial University employment will be in a position and classification specified by the University.
7. The University will audit and classify each position in accordance with its academic personnel system and pay each former physician specialist in a manner consistent with University academic personnel policies and practices. The University retains sole discretion to determine how such policies and practices shall be applied to the specifics of the classification and the amount of pay of each physician specialist who is offered and accepts employment with the University is to receive.
8. The physician specialists will receive benefits in accordance with University policy. In calculating benefit eligibility, University service only will be used in accordance with standard University procedures.
9. Between September 1, 1994 and October 1, 1994, the University will offer an orientation program to all City and County physician specialists who may be offered University employment. The orientation will include comparative information so that the physician specialists will be informed of University benefits including retirement benefits, job specifications and conditions of employment.

Please feel free to contact my office with any questions. The University looks forward to working with SFGH in order to make this transition as smooth and efficient as possible.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Elliot Rapaport", is written over a horizontal line.

Elliot Rapaport, M.D.  
Associate Dean, SFGH

(Affiliation Agreement)

AUTHORIZING THE DIRECTOR OF PUBLIC HEALTH AND THE PURCHASER TO EXECUTE AN AFFILIATION AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE RESULTS OF THE UNIVERSITY OF CALIFORNIA FOR THE PROVISION OF PATIENT CARE SERVICES AT SAN FRANCISCO GENERAL HOSPITAL.

Be it ordained by the People of the City and County of San Francisco:

SECTION 1. The Board of Supervisors hereby finds as follows:

- a. The affiliation between the City and County of San Francisco and the University of California is over 100 years old;
- b. The purchase of services by the City and County of San Francisco from the University of California has become an essential component of the public health and the public health system for the residents of San Francisco;
- c. The missions of the Department of Public Health and the University of California are complementary and it is within their best interest to fulfill their respective mission through an affiliation;
- d. The San Francisco Department of Public Health and the University of California desires to continue to develop this partnership in a way that is mutually beneficial to both parties, that is focused on efficient management and the provision of a level and quality of care that would not otherwise be possible, that maximizes third party reimbursement, and that holds the parties accountable to one another and to the public at large.

SECTION 2. The Board of Supervisors hereby authorizes the Director of Public Health and the Purchaser, on behalf of the City and County of San Francisco, to execute an Affiliation Agreement with the University of California, San Francisco, contained in Board of Supervisors File No. 173-94-3.

SECTION 3. Chapter 12D of the San Francisco Administrative Code, and Chapter 12R of the San Francisco Administrative Code insofar as the provisions of Chapter 12R gives the Human Rights Commission jurisdiction over the University of California, shall not apply to the Affiliation Agreement or to the procedures governing its approval.

RECEIVED  
JUN 10 1994  
DIRECTORS OFFICE

APPROVED AS TO FORM:  
LOUISE H. RIZME  
City Attorney

By: Louise H. Rizme  
Deputy City Attorney

POSSIBLE REVISIONS

**RECEIVED**  
 JUN 13 1994  
 ADMINISTRATION  
 SAN FRANCISCO GENERAL HOSPITAL

Board of Supervisors, San Francisco

Passed for Second Reading	§	Finally Passed
May 9, 1994	§	May 16, 1994
Ayes: Supervisors Alioto Bierman Conroy Kaufman Kennedy Leal Migden Shelley	§	Ayes: Supervisors Alioto Bierman Maiah Kaufman Kennedy Leal Migden Shelley
Moses: Supervisor Mallinan	§	Moses: Supervisor Mallinan
Absent: Supervisors Maiah Maher	§	Absent: Supervisors Conroy Maher

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco

  
 Acting Clerk  
  
 Mayor

File No. 172-94-3  
 Date Approved MAY 27 1994

Sandra Hernandez  
 Director of Health  
 Department of Public Health  
 101 Grove Street

No: OP#37

This Certificate is issued to:  
City and County of San Francisco  
City Hall, Room 270  
San Francisco, CA 94102  
Attn: Marvin H. Geistlinger  
Director, Purchasing

Office of Risk Management  
Office of the President  
University of California  
300 Lakeside Dr., 12th Floor  
Oakland, California 94612-3550  
(510) 987-9825

## UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-Insured Limits
<b>I. GENERAL LIABILITY:</b> Each Occurrence Products and Completed Operations Aggregate Personal and Advertising Injury Other General Aggregate (Bodily Injury & Property Damage)	\$3,000,000 \$3,000,000 \$ \$ \$3,000,000
<b>II. AUTOMOBILE LIABILITY:</b> Vehicles owned, Non-owned and Hired	\$3,000,000 (CSL)
<b>III. SPECIAL TERMS &amp; CONDITIONS:</b>  1. City and County of San Francisco, its officers, agents and employees are hereby named as additional insureds, but only in connection with the affiliation agreement between the City and County of San Francisco and The Regents of the University of California for the provision of services at San Francisco General Hospital; this provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.  2. It should be expressly understood, however, that the intent of the insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.	

Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED: August 24, 1994

CERTIFICATE EXPIRES: July 31, 1999

  
 AUTHORIZED SIGNATURE  
 Sherry M. Carletta

No: **OP#38**  
 This Certificate is issued to:  
 City and County of San Francisco  
 City Hall, Room 270  
 San Francisco, CA 94102  
 Attn: Marvin H. Geistlinger  
 Director, Purchasing

Office of Risk Management  
 Office of the President  
 University of California  
 300 Lakeside Dr., 12th Floor  
 Oakland, California 94612-3550  
 (510) 987-9825

**UNIVERSITY OF CALIFORNIA  
 CERTIFICATE OF SELF-INSURANCE  
 PROFESSIONAL MEDICAL & HOSPITAL LIABILITY**  
 (Bodily Injury, Property Damage, and Personal Injury)

Type of Coverage	Limits
<b>I. SELF-INSURED RETENTION:</b> (Funded)	<b>\$5,000,000</b> each occurrence
<b>II. SPECIAL TERMS &amp; CONDITIONS:</b>  1. City and County of San Francisco, its officers, agents and employees are hereby named as additional insureds, but only in connection with the affiliation agreement between the City and County of San Francisco and The Regents of the University of California for the provision of services at San Francisco General Hospital; this provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.  2. It should be expressly understood, however, that the intent of the insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.	

Should any of the above described insurance programs be modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED: August 24, 1994  
 CERTIFICATE EXPIRES: July 31, 1999

  
 AUTHORIZED SIGNATURE  
 Sherry M. Carletta

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 7559

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

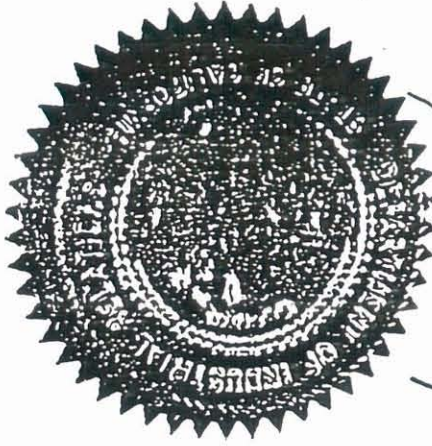
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

*Royal W. Cady*  
DIRECTOR



*William B. Ashcraft*  
MANAGER, SELF-INSURANCE PLANS

CIVIL SERVICE COMMISSION  
PROPOSED PERSONAL SERVICES CONTRACT SUMMARY

DEPT. REQUESTING SERVICES: Public Health-SFGH DATE 1/18/94

NAME OF CONTRACTOR: University of California, San Francisco (UCSF)

COST OF CONTRACT: \$41,659,842 Beginning \* Ending \*  
Date: 4/1/94 Date: continuous  
for first year

FUNDING SOURCE:(non-numerical description, i.e., state grant) SFGH Funds

I. DESCRIPTION OF WORK

A. Concise description of proposed work:  
Patient medical care services rendered at San Francisco General Hospital (SFGH), including ancilliary healthcare services.

B. Quantitative measurement of services or deliverables:  
Each year SFGH and UCSF shall negotiate the level of service required and the budget for services.

C. Explain why this service is necessary and the consequence of denial:  
These services are essential to assure that healthcare is available to the citizens of San Francisco and to meet the County's obligations to provide basic medical services to indigents under California Welfare and Institutions Code Sec. 17000.

D. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent PSC approval number):  
These services have been provided by UCSF for over 100 years. The current Affiliation Agreement between the City and County of San Francisco and the University was entered into in 1959.

E. Will this contract be renewed?  
Not applicable as this is a continuous agreement until terminated by either party.

\* The dates indicated are estimates, the actual Beginning and Ending Date may vary depending on the outcome of negotiations, however the duration of the term of the contract will remain the same.

II. UNION NOTIFICATION

Copy of this summary is to be sent to the union(s) as appropriate (refer to instructions for specific procedure):

	Locals 21, 250,		
<input checked="" type="checkbox"/>	535, and 790	Hope Kamimoto	January 20, 1994
		(signature of person mailing form)	(date of mailing)
	S.F. Interns and		
<input checked="" type="checkbox"/>	Residents Assoc	Hope Kamimoto	January 20, 1994
	(union name)	(signature of person mailing form)	(date of mailing)
	Union of American Physicians		
<input checked="" type="checkbox"/>	and Dentists	Hope Kamimoto	January 20, 1994
	(union name)	(signature of person mailing form)	(date of mailing)

cc: Jim Lazarus, Mayor's Office

\*\*\*\*\*  
FOR CIVIL SERVICE COMMISSION USE

PSC# 478-93/94

STAFF ANALYSIS/RECOMMENDATION: See I.C. & D., IV.A. The department has been consulting with the City Attorney's Office who supports approval of this contract.

APPROVE



III. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify skills and/or expertise:

Must be able to provide 24-hour, 7-days a week, medical care in all medical specialties for 450 bed acute care facility and the City's only trauma center. This includes medical staffing as well as ancillary healthcare services.

B. What, if any, Civil Service class(es) normally perform this work? Primarily 2230 Physician Specialists, 2233 Supervising Physician Specialists. Also, some nursing group classes (2300), laboratory group classes (2400), therapy and auxiliary group classes (2500).

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

NO.

D. Specify contractor's qualifications: (do not attach resumes - summarize contractor's qualifications):

Contractor is the only medical school located in San Francisco and has provided these services at SFGH for over 100 years. It is world renowned as a medical school and research institution.

IV. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why Civil Service classifications are not applicable:

The services provided are just part of the total research/teaching program of UCSF. The City derives access to the research information available at UCSF on the most current diagnostic and treatment techniques. Further, these services provide for training of interns and residents at SFGH as part of the teaching program of UCSF. As a teaching hospital, this investment in training at SFGH ultimately ensures the City the continuation of quality medical care for patients.

B. Would it be practical to adopt new civil service classification to perform this work? Explain.

No, these are specialized services, i.e. affiliation with a teaching/research institution.

V. ADDITIONAL INFORMATION: (If answer is yes, attach explanation.)

A. Will the contractor directly supervise City and County employees? Yes

B. Is the contractor or any employee of the contractor a current employee of the City and County of San Francisco? Has the contractor or any employee of the contractor been employed by the City and County within the past year? Yes

C. Is the contractor or any employee of the contractor receiving City and County retirement? No

D. Will the contractor train City and County employees? Yes  
- Describe training and indicate approximate number of hours.  
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

E. Are there any special conditions of the funding source? No

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE

DEPARTMENT HEAD: Hope Kamimoto, Phone 554-2607

Signature of Departmental Contract Coordinator

Richard Cordova/Kathy Murphy  
Print or type name of  
Contract Administrator

206-8100  
Telephone

## V. ADDITIONAL INFORMATION

### A. Will the contractor directly supervise City and County employees?

Yes. This will occur primarily in the situation in which a University employee is a physician who is the leader of a team of healthcare providers that includes both City and University employees.

### B. Is the contractor or any employee of the contractor a current employee of the City and County of San Francisco? Has the contractor or any employee of the contractor been employed by the City and County within the past year?

Yes. There are about 120 physician positions (not FTEs) at SFGH. Historically, UCSF has conducted all recruitment, hiring, disciplining, and firing of physicians working at SFGH. These physicians were hired onto the University payroll as UCSF employees, or onto City positions and payroll, or both. This system causes unnecessary and duplicated overhead expenses and legal concerns regarding joint employment and dual benefits. Therefore, the proposed contract agreement provides for effective July 1, 1994, all these physicians to be employees only of UCSF, and not the City.

With regard to the second question as to whether the contractor or any employee of the contractor has been employed by the City and County within the past year - Not to our knowledge

### D. Will the contractor train City and County employees?

- Describe training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

Yes. Continuing education and training in the areas of new medical techniques, procedures, equipment, and health and safety is an essential part of working at a hospital. It is impossible to project the number of hours of training that would take place at SFGH, but it would probably be in the thousands. Occupational types that would be trained would be healthcare providers.



FEB 11 1994

CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

February 11, 1994

EMI R. UYEHARA,  
PRESIDENT

JUAN RIOS  
VICE PRESIDENT

KAREN CLOPTON  
COMMISSIONER

GEORGE KOSTUROS  
COMMISSIONER

A. LEE MUNSON  
COMMISSIONER

ALBERT C. WALKER  
EXECUTIVE OFFICER

NOTICE OF ACTION TAKEN BY THE

CIVIL SERVICE COMMISSION

SUBJECT: REVIEW OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBER 426-93/94 THROUGH 482-93/94.

At its meeting of February 7, 1994, the Civil Service Commission had for its consideration the above subject matter.

It was the decision of the Commission to take the following action:

1. Contract Number 430-93/94 off calendar at the request of the Airports Commission.
2. Contracts Number 466-93/94 and 467-93/94 off calendar at the request of the Public Utilities Commission.
3. Adopt Human Resources Director's report on remaining contracts; notify the offices of the Controller and the Purchaser (Vote of 5 to 0).

The time within judicial review must be sought is governed by Code of Civil Procedure (CCP) Section 1094.6.

CIVIL SERVICE COMMISSION

Albert C. Walker  
Executive Officer

Attachments

cc: Gabriel Karol, Airport  
Joanne Chow Winship, Art Commission  
Joan Lubamersky, CAO  
John Burke, Controller  
Lu Tubbs/Wayne Lawrence, Mayor  
Kathryn Hile, Parking & Traffic  
Thomas Strong, Police  
Nancy Woo, Port  
Hope Kamimoto, DPH/CO  
Ann Courtright, PUC  
Hugh Havlik, DPW  
Clara Starr, SFCCD  
Commission File

(3381B)

To: Civil Service Commission

From: Wendell L. Frye, Human Resources Director

SUBJECT: REVIEW OF REQUESTS FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS.

<u>No.</u>	<u>Department</u>	<u>Contractor</u>	<u>Recommendation</u>
426-93/94	Airport	National Assessment Services	Approve
427-93/94	Airport	Law Enforcement Psychological Svcs.	Approve
428-93/94	Airport	Polaris Research & Development	Approve
429-93/94	Airport	Michal Settles, Ed.D.	Approve
430-93/94	Airport	Robert Waller	Approve
431-93/94	Art Commission	Michael Manwaring	Approve
432-93/94	CAO	1010 BFH (Sanford Rosen)	Approve
433-93/94	Controller	To Be Determined	Approve
434-93/94	Mayor's Office	Career Resources Development Center	Approve
435-93/94	Mayor's Office	Charity Cultural Services Center	Approve
436-93/94	Mayor's Office	Korean Center, Inc.	Approve
437-93/94	Mayor's Office	Mission Child Care Consortium, Inc.	Approve
438-93/94	Mayor's Office	S.F. Educational Services	Approve
439-93/94	Mayor's Office	S.F. Educational Services	Approve
440-93/94	Mayor's Office	California Community Dispute Svcs.	Approve
441-93/94	Mayor's Office	Community Boards	Approve
442-93/94	Mayor's Office	California Lawyers for the Arts	Approve
443-93/94	Parking & Traffic	Wilbur Smith Associates	Approve
444-93/94	Police	State of California - Employment Development Department	Approve
445-93/94	Port	Gibbs & Associates	Approve
446-93/94	Public Utilities	Manna Consultants, Inc.	Approve
447-93/94	Public Utilities	Synergic Resources Corporation	Approve
448-93/94	Public Utilities	Brown Vence & Associates	Approve
449-93/94	Public Works	To Be Selected	Approve
450-93/94	Public Works	SOH Associates-Structural Engineers	Approve
451-93/94	SFCCD	James Chin	Approve
452-93/94	SFCCD	Keith Robert Carr	Approve
453-93/94	SFCCD	Craig Zachlod	Approve
454-93/94	SFCCD	Asbestos Advisory Association	Approve
455-93/94	Public Health	Calif. Pacific Medical Center/ Operation Concern	Approve
456-93/94	Public Health	Gay Asian-Pacific Alliance Community HIV Project (GCHP)	Approve
457-93/94	Public Health	Haight Ashbury Free Medical Clinics, Inc.	Approve
458-93/94	Public Health	Natl. Task Force on AIDS Prevention	Approve
459-93/94	Public Health	Planned Parenthood of Alameda/S.F.	Approve
460-93/94	Public Health	S.F. AIDS Foundation	Approve
461-93/94	Public Health	Center for Leadership Development	Approve
462-93/94	Public Health	Bayview Hunter's Point Adult Day Health Center	Approve
463-93/94	Public Health	Haight Ashbury Free Clinic	Approve

<u>No.</u>	<u>Department</u>	<u>Contractor</u>	<u>Recommendation</u>
464-93/94	Public Health	Lyon-Martin Women's Health Svcs.	Approve
465-93/94	Public Health	Mission Neighborhood Health Ctr.	Approve
466-93/94	Public Health	Regents, University of California- Family Practice Program	Approve
467-93/94	Public Health	Sequoia Hospital District, Redwood City	Approve
468-93/94	Public Health	Third Baptist Church, Inc.	Approve
469-93/94	Public Health	University of California, Berkeley/ Office of Financial Aid	Approve
470-93/94	Public Health	UCSF/School of Nursing/Dept. of Family Health Care Nursing	Approve
471-93/94	Public Health	Various - See Attached List	Approve
472-93/94	Public Health	Clayton Environmental Consultants, Inc.	Approve
473-93/94	Public Health	H+GCL	Approve
474-93/94	Public Health	SCA Environmental, Inc.	Approve
475-93/94	Public Health	Shared Medical Systems Corp. (SMS)	Approve
476-93/94	Public Health	Regents University of California S.F. - S.F. General Hospital	Approve
477-93/94	Public Health	The Support Center	Approve
478-93/94	Public Health	University of Calif., S.F. (UCSF)	Approve
479-93/94	Public Works	O'Rorke Public Relations	Approve
482-93/94	Dept. of Human Resources	Cooperative Personnel Services	Approve

THE FOLLOWING PERSONAL SERVICES CONTRACTS ARE FUNDED BY SHORT-DOYLE FUNDS:

480-93/94	Public Health	St. Francis Memorial Hospital	Approve
481-93/94	Public Health	Volunteer Center of San Francisco	Approve

Respectfully submitted,

*Geoffrey L. Rothman*  
 Geoffrey L. Rothman  
 Division Manager, Personnel

GLR/LRL/kh  
 7090C

## EXCERPTS FROM CIVIL SERVICE COMMISSION RULES

### Section 5.06. APPEAL OF GENERAL MANAGER'S ACTION

An action by the General Manager, Personnel, on examination matters delegated to the General Manager, Personnel, may be appealed to the Commission provided such appeal is received in the Personnel Department before 12:00 Noon of the fifth (5th) working day following the postmarked mailing date of notification to the appellant. The Commission's action on the appeal shall be final and no reconsideration request shall be allowed.

An action by the General Manager, Personnel, on other matters may be appealed to the Commission provided such appeal is received within thirty (30) calendar days following the postmarked mailing date of notification to the appellant. The Commission's action shall be final and no reconsideration request shall be allowed.

### Section 5.07. RECONSIDERATION OF COMMISSION ACTION

A reconsideration request of a Commission action may be filed in writing specifying the reasons therefor. The request for reconsideration of previous Commission action must include in detail new information not previously considered.

A request for reconsideration must be received in the Personnel Department no later than thirty (30) calendar days following the postmarked mailing date of notification of the Commission's action.

Requests for reconsideration will be referred to the Commissioners for determination as to whether the Commission will agree to reconsider the matter. If, after consideration of the written request a majority of the Commissioners do not consent to hear the matter, the request is denied and the previous action is final.

If the Commission agrees to grant the request for a reconsideration hearing, the matter shall thereafter be calendared. At any reconsideration the taking of evidence and oral arguments will be permitted only as to new information not previously considered by the Commission. Action by the Commission after a reconsideration hearing shall be final.