



San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

City and County of San Francisco
London N. Breed
Mayor

TO: President Dan Bernal and Honorable Members of the Health Commission

FROM: Drew Murrell, Controller, San Francisco Department of Public Health

CC: Susan Ehrlich, CEO, Zuckerberg San Francisco General Hospital
Jenny Louie, CFO, San Francisco Department of Public Health
Jennifer Boffi, CFO, San Francisco Department of Public Health

DATE: May 2, 2023

RE: Consideration of a Resolution recommending that the Board of Supervisors authorize the Department of Public Health to enter into a Memorandum of Understanding (MOU) with the San Francisco General Hospital Foundation for Fundraising and Capital Projects

For your consideration is a Resolution recommending that the Board of Supervisors authorize the Department of Public Health to enter into a Memorandum of Understanding ("MOU") with the San Francisco General Hospital Foundation for Fundraising and Capital Projects.

This MOU was developed in response to recommendations stemming from the San Francisco Controller's ongoing public integrity review of contracts, purchase orders, and grants to the City and County of San Francisco (City) to identify process failures. Specifically, in September 2020 the Controller found:

"Clear and consistent contracts should be put in place for all city relationships with Friends of organizations, and both the sources and uses of these funds made publicly available."

The MOUs presented for your consideration are approved to form by the City Attorney and Controller's Office and directly address these public integrity findings.

The proposed MOU with the San Francisco General Hospital Foundation also includes a Capital Project addendum The Zuckerberg San Francisco General Hospital ("ZSFG") Building 5 Outpatient Health Center Capital Project" ("Project") intended to fundraise \$200 million for the modernization of ZSFG Building 5.

The Project will convert outdated space in Building 5 to a state-of-the-art outpatient primary and specialty centers of excellence serving patients and families of all ages, ethnicities and populations in San Francisco

Thank you for your consideration.

**Health Commission
City and County of San Francisco
Resolution No. **XX-23****

**RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS AUTHORIZE THE
DEPARTMENT OF PUBLIC HEALTH TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH THE SAN FRANCISCO GENERAL HOSPITAL FOUNDATION
FOR FUNDRAISING AND CAPITAL PROJECTS**

WHEREAS, The Department of Public Health (“DPH”) seeks to enter into a Memorandum of Understanding (“MOU”) with the San Francisco General Hospital Foundation (“Foundation”) to establish the roles and responsibilities of each party (please see MOU attached) for purposes of fundraising and capital projects; and

WHEREAS, the proposed MOU includes a Capital Project Addendum entitled “The Zuckerberg San Francisco General Hospital (“ZSFG”) Building 5 Outpatient Health Center Capital Project” (“Project”) intended to fundraise \$200 million for the modernization of ZSFG Building 5; and

WHEREAS, The Project will convert outdated space in Building 5 into state-of-the art outpatient primary and specialty centers of excellence, serving patients and families of all ages, ethnicities and populations in San Francisco; now therefore, be it

RESOLVED, That the Health Commission recommends that the Board of Supervisors authorize the Department of Public Health to enter into the MOU and Capital Project Addendum.

I hereby certify that the San Francisco Health Commission at its meeting on May 2, 2023, adopted the foregoing resolution.

Mark Morewitz, MSW
Health Commission Executive Sec

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO ACTING BY AND
THROUGH ITS DEPARTMENT OF PUBLIC HEALTH AND
THE SAN FRANCISCO GENERAL HOSPITAL FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is made and entered into as of June 1, 2023, by and between the City and County of San Francisco (“City”), acting by and through its Department of Public Health (“Department”) and the San Francisco General Hospital Foundation, a California non-profit public benefit corporation (“Foundation”) for the benefit of the Zuckerberg San Francisco General Hospital (“ZSFG”). On _____, 2023, the San Francisco Health Commission (“Commission”) approved this MOU with the adoption of Resolution No. _____. On _____, 2023, the San Francisco Board of Supervisors approved this MOU with the adoption of Resolution No. _____.

ARTICLE 1

This MOU sets forth the terms that further the parties’ common purposes of promoting public health by (1) developing and maintaining the highest level of service and excellence in care at ZSFG and (2) ensuring the availability of funding to support programs, capital, and equipment needs for ZSFG and the patient community served by ZSFG.

Background

- A. **The Department.** The Department is a department of the City and County of San Francisco (“City”) governed by the Commission, the San Francisco Board of Supervisors, and the Director of Health (“Director”). The Department and the Commission manage and control the City’s hospitals, emergency medical services, and in general provide for the preservation, promotion and protection of the physical and mental health of the residents of the City, except where the Charter grants such authority to another officer or department.
- B. **The Foundation.**
1. **Specific Purpose.** The Foundation is a non-profit 501(c)(3) corporation and is a legally distinct entity from the City. The City does not have oversight of the Foundation. The specific purpose of the Foundation is to raise funds to support health care and related activities at San Francisco General Hospital Medical Center (“ZSFG” formerly known as San Francisco General Hospital), including education and research (“Specific Purpose”). The principle activity of the Foundation is to raise funds to support health care and related activities at ZSFG.
 2. **Scope of Activities.** The Foundation and the City acknowledge that the scope of the Foundation’s activities for ZSFG and the patient community served by ZSFG also includes (a) supporting excellence in patient care and innovation at ZSFG, (b) collaborating with ZSFG in strategic program development and fundraising plans, (c) developing and implementing grant-making initiatives and activities to support public health and related activities at ZSFG, (d) building public and community awareness of public health issues, and (e) promoting public health in the patient community served by ZSFG. The Foundation’s fundraising is intended to supplement the funding for the Department, not to replace traditional sources or levels of City funding, and to support the Foundation’s programs, advocacy, and operating costs. For clarity, in order to ensure compliance with all requisite final City approvals, all funds awarded by the Foundation for the Specific Purpose must follow the City’s Accept and Expend process.
 3. **Project Implementation.** The Foundation will not be responsible for implementing projects or programs that it sponsors. In managing funds, the Foundation may engage in a number of

activities, including but not limited to convening experts, developing and implementing grant-making programs and initiatives, facilitating strategic conversations that bridge philanthropic voices and hospital experts, holding forums, conducting public outreach campaigns or marketing efforts, providing educational programming, and conducting networking events.

4. **Umbrella Organization.** In its sole discretion, and to further support the Foundation’s Specific Purpose, the Foundation may also serve as fiscal agent, advisor, and/or financial manager to other groups that raise and manage funds for projects and programs at ZSFG, provided those projects or programs advance the Specific Purpose set forth in Article 1 of this MOU. For clarity, in order to ensure compliance with all requisite final City approvals, all funds awarded by the Foundation for the Specific Purpose must follow the City’s Accept and Expend process.

ARTICLE 2

Fiscal Support of the Department

- A. **Annual Funding from the Foundation.** The Foundation shall work with the Department to determine, on an annual basis, the amount of support the Foundation intends to raise and expend for the purpose of enhancing funding for programs, services, and operations at ZSFG. The monies thus determined shall be referenced as “Annual Support” and will consist of both: (1) restricted funds; and (2) unrestricted funds to support the Department. Each year the Department and the Foundation will coordinate to establish fundraising priorities to align ZSFG’s needs with opportunities for philanthropic support by the Foundation.
- B. **Capital Campaigns and Special Fundraising Projects.** In addition to Annual Support, the Foundation may raise and expend funds for capital and special projects at ZSFG upon mutual agreement of the Department and the Foundation. The terms and conditions for each such capital campaign and special fundraising request that the Foundation agrees to support will be detailed in addenda to this MOU, as further defined in Article 3 of this MOU.
- C. **Acceptance of Donations by the Department.** The Department will obtain all requisite final approvals, including as appropriate by the San Francisco Board of Supervisors (“Board”) and/or Commission, to accept donations from the Foundation to the extent required by the San Francisco Administrative Code or other applicable law. The Foundation will attend any Board or Commission hearings regarding the acceptance of donations, if required.
- D. **Restrictions on Donations of Goods and Services.**
 1. **Events.** The Department will not request, and the Foundation will not provide, any donation of funds to be expended in connection with events for City staff, including but not limited to Department holiday parties, unless the events are open to members of the public on the same terms as City staff.
Exception – Employee Recognition. Unless otherwise prohibited (see San Francisco Campaign and Governmental Conduct Code Article III, Chapter 6 [Behested Payment Reporting]), the Foundation may provide a donation of funds to be expended on City employee recognition related to ZSFG, solely to the extent that the Department complies with City approved employee recognition policies.
 2. **Services.** If the Foundation procures services, the Department will not request or direct the Foundation’s selection of a vendor or provider for those services but the Department may upon request provide advisory insights related to the impact of the proposed service on clinical care or operations. All decisions regarding the Foundation’s procurement of vendors or providers will be made by the Foundation without interference or involvement by the Department.
- E. **Requests for Annual Support Disbursement.** The Director, or any employee designated in writing by the Director, will submit written requests to the Foundation for Annual Support disbursement(s). If

approved by the Foundation, the Parties will document the Annual Support disbursement by use of the Grant/Gift funding process set forth in Section F, below.

F. **Grant/Gift Funding Process.** All Annual Support disbursements must follow the City's Accept and Expend process. All Foundation Gift/Grants must be documented and approved as follows:

1. **Gift/Grant Agreement:** All Gift/Grants must be documented in writing. Each agreement must be completed as appropriate for each funding event, recommended by the ZSFG Chief Executive Officer, approved as to form by the San Francisco City Attorney, and approved and executed by the Director or their designee.
 - a. ***Specific Use Funds:*** The completed Grant/Gift agreement between the City and the Foundation must detail all funding restrictions and funding obligations to proceed through the Accept and Expend process, and must include a completed Donor Disclosure Form as an attachment, a sample of which is attached here as Exhibit B. Upon request, the City Attorney and/or the Department may inspect the agreement between the donor and the Foundation.
 - b. ***General Use Funds:*** The final Grant/Gift agreement must detail how the Department will spend unrestricted funds.

A sample Gift/Grant Donation Form is attached as Exhibit D.

ARTICLE 3

Parties' Cooperative Operation

A. **Annual Support.**

1. **Annual Budget.** Annually, the Foundation and the Department will develop and submit a budget plan for Foundation support of ZSFG, for inclusion in the Department's budget proposal to the City for the following fiscal year.
2. **Annual Support Disbursement Reporting and Restrictions.** For each Gift/Grant approved and accepted by the City in accordance with Section 2.F, above, the Department will submit written requests to the Foundation for use of monies along with supporting documentation such as invoices, proof of payment, and/or other documentation necessary to document the fulfillment of any donor requirements. The Foundation will generally pay Department-requested funds on a cost-reimbursement basis, provided, however, that the Foundation may advance particular funds to Department provided such requests are made and approved before any such payments are made by the Foundation to the Department.

The Foundation will maintain applicable documentation regarding requests and corresponding payment in an orderly manner per the Foundation's applicable record retention requirements, which will at least require retention of such documents throughout the duration of the applicable program activity being funded, plus five fiscal years. The Foundation will make no such disbursements to Department employees, individuals who the Foundation knows are members of Department employees' immediate families, or businesses in which the Foundation knows the Department's senior staff or their immediate families have an ownership interest.

3. **Reconciliation.** If appropriate, on an annual basis, the Parties will work together to reconcile expenditure reports. The Department will post annually, no later than the end of October following the fiscal year-end, a reconciled annual expenditure report on the Department's website.

B. **Capital Campaigns and Special Fundraising Projects.** In the event the Department and the Foundation seek to partner to support any capital improvement projects, the Parties will define roles and responsibilities in addenda to this MOU for particular projects, but the Parties generally agree to the following terms regarding capital campaigns and special fundraising projects.

1. **Project Proposal.** For each capital campaign or special fundraising project, the Department will submit a written purpose statement to the Foundation that defines the short- and long-term goals of the project and states the specific fiscal or other support requested from the Foundation. If the Foundation agrees to take on significant fundraising to support a particular capital campaign or special fundraising project, the Department will work with the Foundation to determine reasonable estimated target dates for meeting funding goals, which the Foundation will make its best efforts to meet.
2. **Project Management.** The Department will develop and manage budgets and schedules for each applicable project. The Foundation will develop a fundraising plan and present it to the Director, or their designee, for comment. The Foundation will conduct fundraising activities as contemplated by the fundraising plan and will periodically report the status of fundraising activities to the Department. The Foundation will provide advance notice to the Department of any proposed restrictions on the uses of any gifts or funds, such notice to be provided at the Foundation's earliest opportunity in advance of the Gift/Grant approval process detailed in section 2.F above.
3. **Requests for Disbursement.** The Parties will handle disbursement processing, and cooperate in reconciliation thereof, in substantially the same manner as with respect to the Annual Support funds.

C. **Administrative Fee Scale, Interest, and Disclosures.**

1. **Fee Scale:** The Parties agree that the Foundation may retain a percentage of all grants and gifts raised to support the Foundation's programs, advocacy, and operating costs according to the Administrative Fee Scale listed below.
2. **Interest:** Unless otherwise specified in a separate donor agreement, all interest earned from grants or gifts provided to the Foundation may be used to support the Foundation's programs, advocacy, and operating costs.
3. **Disclosures:** The Foundation shall disclose the administrative fee to all donors making restricted gifts and grants to ZSFG. The Foundation shall also disclose any retention of interest to donors making restricted or unrestricted gifts to ZSFG. Disclosures may be fulfilled by including such information on the donor disclosure form.

Administrative Fee Scale

- a. For all gifts of any amount, the Foundation may not retain more than 20% of the value of the gift; and
- b. For all grants of any amount, the Foundation may not retain more than 25% of the value of the gift or grant;
- c. Any bank or credit card processing or pass-through fees of any kind charged on the donation will count towards the Foundation's retention.

- D. **Grant Applications.** The Department may coordinate with the Foundation to apply for particular grants from third-parties for the benefit of the Department, including those for which the Department itself is not eligible to submit an application due to the terms of the grant ("Requested Grants"). If the Foundation agrees to submit an application for the Requested Grant, and is successful in obtaining funds, the Department and the Foundation will ensure that the acceptance and administration of any funds obtained through such grants comply with applicable City requirements, including any required approvals by the Board of Supervisors under the City's Administrative Code, and the requirements of the grantor.
- E. **The Foundation's Fundraising Events.** The Foundation shall seek Department approval in writing for all fundraising events to be hosted or held at ZSFG, at least one month in advance of the planned event. Such requests should include a description of the fundraising event to be hosted and should include any

anticipated costs for the City and whether those costs will be reimbursed by the Foundation. The Department will make reasonable efforts to respond to all such proposals within ten business days by approving, modifying, or rejecting the proposal. All on campus activities must comply with all ZSFG rules and policies.

- F. **Marketing.** The Parties may work together to market or promote the Department’s programs and services, including through community outreach programs.
- G. **Meetings.** The Department and the Foundation shall convene regular meetings to discuss the status of Department programs and projects and how the Foundation can support these activities, including potential donor cultivation strategies and communication plans. All on campus activities must comply with all ZSFG rules and policies.
- H. **Annual Report.** The Foundation will provide the Director, or their designee, with its Annual Report for any given fiscal year on or before February 28th of the subsequent fiscal year. The Annual Report will contain audited financial statements and a written report of activities for the prior fiscal year. The Foundation will also make an annual presentation about its activities at a Health Commission meeting, if requested by the Director or their designee.
- I. **Office Space:** Office space used by the Foundation at ZSFG, if any, will be governed by a separate lease.

ARTICLE 4

Disclosure Obligations; Financial Reporting and Auditing

- A. **Disclosure Obligations; Financial Reporting and Auditing.** The parties shall comply with the additional provisions regarding disclosures, financial reporting, and auditing attached hereto as Exhibit A, which are fully incorporated herein.

ARTICLE 5

Use of Department Property

- A. **Foundation’s Use of Department Property.** Subject to the terms and conditions set forth in this MOU, and with advance written approval by the Director, the Department confers to the Foundation, including all agents, employees, volunteers, contractors, representatives and other persons designated by the Foundation (collectively, its “Agents”), a personal and exclusive permit to enter upon and use the Department’s property, not otherwise leased to the Foundation, for the exclusive rights to conduct classes, to hold events, to display and disseminate Foundation promotional materials, to collect donations, or any other reason that is approved by the Director and advances the Specific Purpose set forth in Article 1 of this MOU. In addition, the Department confers to the Foundation the nonexclusive right to enter and use the Department’s property, not otherwise leased to the Foundation, as necessary in order to perform its obligations under this MOU. This MOU gives the Foundation a permit only, subject to the discretion of the Director, and notwithstanding anything to the contrary herein, this MOU does not constitute a grant by the City of any ownership, leasehold, easement or other property interest or estate whatsoever in the property, not otherwise leased to the Foundation, or any portion thereof.
- B. **Damage to Property.** If any portion of the Department’s property or any property of the City located on or about the Department’s property is damaged by the Foundation or any of its Agents, except for ordinary wear and tear from operation of the property, the Foundation shall promptly repair any and all such damage and restore the affected property to its previous condition or pay the City to repair and restore the property. The Foundation shall use reasonable efforts to ensure that all users of the Department’s property comply with all rules, regulations, or restrictions that the Director may adopt from time to time.

ARTICLE 6

Miscellaneous Items

- A. **Term.** The initial term of the MOU is 10 years (the “Term”) commencing on June 1, 2023 (the “Commencement Date”), provided, however, that either Party may, in its respective sole and absolute discretion, terminate this MOU any time upon 90 days advance written notice to the other Party. In no event may the term of this MOU extend beyond ten years without formal approval of the San Francisco Board of Supervisors acting in its sole discretion. Any extension approved by the Board would require a formal MOU amendment executed and approved in the same manner as the original.
- B. **Employer Taxes and Liability.** Employees, officers, or volunteers of the Foundation shall under no circumstances be deemed employees of the City due to their status as an employee, officer, or volunteer of the Foundation. The Foundation shall be responsible for any employer taxes and liabilities relating to its employees.
- C. **Liens and Encumbrances.**
1. **Liens.** During the Term, the Foundation shall keep the Department free from any liens arising out of any work performed in furtherance of this MOU, material furnished or obligations incurred by the Foundation or for the Department.
 2. **Encumbrances.** The Foundation shall not create, permit, or suffer any liens or encumbrances affecting the Department or any portion of the Department’s or the City’s interest therein.
 3. **Books and Records; Site Visits; Audit.** The Foundation agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. The Foundation will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement. The Foundation shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same audit and inspection rights conferred upon City by this Section.
The Foundation and any duly authorized agent or representative of the Foundation shall have the right to examine the books and records of the Department directly related to and limited to the Department’s use of Foundation funds, to ensure that expenditures are consistent with donor funder requirements and to meet any and all federal and state guidelines for auditing requirements, at any time upon prior reasonable notice during normal business hours for the purpose of auditing the same including, at the Foundation’s discretion and expense, a formal independent audit conducted by a third-party firm, for monies and expenditures associated with the use of Foundation’s in-kind gifts and services, and cash monies to the Department.
The City will allow the Foundation and its designated significant supporters reasonable periodic site visits and in-person meetings at ZSFG to support the Foundation’s fundraising and support mission. The City shall provide to the Foundation written financial reports that coincide with ZSFG’s and the Foundation’s fiscal year (July 1 – June 30), as follows: a September 1st report to the Foundation shall serve as the “annual” progress reporting covering the previous fiscal year and a March 1st report shall serve as the “interim” progress report for that fiscal year. These progress reports will cover the use of the funds transferred by the Foundation to the City. The Foundation, at its own expense, may conduct, on no more frequently than an annual basis, its own evaluation of the use of the funds transferred by the Foundation to the City, including a formal audit of ZSFG conducted by an independent accounting firm solely chosen by the Foundation.

The City shall provide to the Foundation accurate and complete records of expenditures relating to the funds transferred by the Foundation to the City under this Gift Agreement.

The Department shall make such books and records specific to the funds provided to the Department by the Foundation and their related expenditures available to the Foundation upon commercially reasonable prior written notice, but in no event more than ten (10) business days after such notice is provided to conduct an audit. The Department shall retain and shall allow the Foundation to access such books and records for a period of the later of (i) seven (7) years after the conclusion of payment of the grant or funding period associated with the expenditures or (ii) if an audit is commenced or if a controversy should arise between the parties hereto regarding the contributions or expenditures hereunder, until such audit or controversy is terminated.

4. **Possessory Interest Tax.** The parties do not intend hereby to establish a possessory interest. In the event, however, that it is determined that this MOU creates a possessory interest subject to property taxation, the Foundation agrees to pay any such levied tax.
5. **Taxes, Assessments, Licenses, Permit Fees, and Liens.** The Foundation shall pay any and all real and personal property taxes, general and special assessments, excises, licenses, permit fees, and other charges and impositions of every description levied on or assessed against the Foundation's personal property. The Foundation shall make all such payments directly to the charging authority when due and payable, and in any case, reasonably prior to delinquency.

D. **Insurance.** As of the Commencement Date, subject to approval by the City's Risk Manager of the insurers and policy forms, the Foundation shall place and maintain, throughout the term of this MOU, the following insurance policies:

1. Comprehensive general liability insurance with limits not less than \$1,000,000 for each occurrence, and \$2,000,000 general aggregate for bodily injury and property damage, or in such greater amount and limits as the City may reasonably require from time to time, including coverage for contractual liability, personal injury, broadform property damage, products and completed operations. Any deductible under such policy shall not exceed \$10,000 for each occurrence; and
2. As applicable, business automobile liability insurance with limits not less than \$1,000,000 for each occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles. Any deductible under such policy shall not exceed \$10,000 for each occurrence; and
3. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
4. The liability insurance policies required under subsections (1) through (3) above shall be endorsed to name as an additional insured the City and its respective officers, agents, and employees, including the Director. Said policies shall be endorsed to provide that the insurer waives all rights of subrogation against the City.
5. Should any of the required insurance be provided under a form of coverage that includes a general aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
6. If the Foundation engages any subcontractor(s) to undertake or perform significant repairs or improvements on City property, the Foundation shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Foundation as additional insureds.

7. All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section of this MOU entitled "Notices."
8. All insurance and surety companies are subject to approval as to coverage forms and financial security by the Director. The Foundation shall furnish the Department certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease the Foundation's liability hereunder.

E. **Indemnity.** The Foundation shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this MOU, including for infringement of intellectual property, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Foundation, its officers, agents or employees.

City shall defend, indemnify, and hold the Foundation, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this MOU, including for infringement of intellectual property, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees.

- F. **Assignment.** This MOU is personal to the Foundation. Except as specifically provided herein, the Foundation shall not assign, transfer, or encumber its interest in this MOU or any other right, privilege, or license conferred by this MOU, either in whole or in part, without obtaining the prior written consent of the City, which the City may give or withhold in its sole and absolute discretion; provided, however, that the Foundation may assign its interest in this MOU to a non-profit public benefit corporation formed by the Foundation for the purpose of performing the obligations hereunder and reasonably approved in advance by the Director, and subject to any required approvals by City boards or commissions. Any assignment or encumbrance without the City's consent shall be voidable and, at the City's election, shall constitute a material default under this MOU.
- G. **MacBride Principles – Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this MOU on behalf of the Foundation acknowledges and agrees that he or she has read and understood this section.
- H. **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all entities with which it contracts not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.
- I. **Non-Liability of City Officials, Employees and Agents.** Notwithstanding anything to the contrary in this MOU, no elective or appointive board, commission, member, officer, employee, or agent of the City shall be personally liable to the Foundation, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to the Foundation, its successors and assigns, or for any obligation of the City under this MOU.
- J. **Controller's Certification of Funds.** (No Cost MOU - Reserved)

K. **Nondiscrimination; Penalties.** In the performance of this MOU, the Foundation agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability, AIDS/HIV status, weight, height, or association with members of classes protected under this paragraph or in retaliation for opposition to such discrimination, against any employee or volunteer of, any City employee working with, or any applicant for employment with, the Foundation in any of the Foundation's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Foundation's.

L. **Conflicts of Interest and Statement of Incompatible Activities.**

1. By executing this MOU, the Foundation certifies that it does not know of any fact which constitutes a violation of Article III, Chapters 2 and 6 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this MOU. For example, the Foundation will notify the Department if it becomes aware that any Department employee or officer participates in a decision in which the employee or officer, or a member of their family, has a financial interest.
2. The Department's Statement of Incompatible Activities ("SIA") was adopted under San Francisco Campaign & Governmental Conduct Code Section 3.218. In general, the SIA (1) prohibits outside activities that are incompatible with the Department's mission; (2) restricts the use of City resources, City work-product and prestige for any non-City purpose, including any political activity or personal purpose; and, (3) prohibits receipt or acceptance of gifts in exchange for doing the employee's job. A copy of the SIA is attached to this MOU as Exhibit C. The Foundation agrees that it will not knowingly cause Department staff to violate the SIA.
3. To ensure compliance with this Section, the Foundation shall ensure that no employee or officer of the Department is a member of the Foundation's board of directors or otherwise holds a fiduciary position with the Foundation, and that no employee or officer of the Department and no member of an employee or officer's immediate family receives income from the Foundation.

Exception: ZSFG's Chief Executive Officer ("CEO") may serve as an ex-officio member of the Foundation's Board. In addition, the Commission may appoint a member to serve as an ex-officio member of the Foundation's Board. The ZSFG CEO and Commission ex-officio members of the Board have all of the rights and responsibilities of Board members, including attendance and participation at meetings, but must be non-voting members of the Board.

M. **Intellectual Property; Grant of License.** Except as otherwise provided, no intellectual property rights, including without limitation any trademarks, copyrights, trade names, service marks, images and technology of either Party, are transferred by this MOU, and all such intellectual property rights are and shall remain the property of each respective party.

1. **Logo/Trademark License.** In accordance with San Francisco Administrative Code Section 1.6 governing the use of the City's Seal, if the Foundation wishes to seek permission to use the City's Seal, the Foundation must follow the procedures set forth in Administrative Code Section 1.6 and seek the Board of Supervisors' prior approval. In addition, if the Foundation wishes to use the Department's logo, it must obtain prior written approval from the Department and if the Department or the City wishes to use the Foundation's logo, it must obtain prior written approval from the Foundation.
2. **Merchandising.** The Foundation may develop and produce merchandise for sale related to the Department, including, without limitation, appropriate literature, illustrative materials, and other goods or items that increase the public's understanding of the mission of the Department and its

programs. Such merchandise may bear the name, image, logo, or likeness of the Department (“Branded Merchandise”). The Foundation shall obtain the Department’s prior written approval of the use of the logos before selling or distributing Branded Merchandise. The Foundation shall work with the Department to arrange for the sale of all Branded Merchandise. Either the Foundation or the City also may sell any Branded Merchandise developed hereunder at locations away from the Department (including, without limitation, through catalogs and Internet sites). The Department, in consultation with the Foundation, shall have the right to determine and control the nature, quality and type of Branded Merchandise which may be sold by the Foundation in, or associated with, the name of the Department. The Director or the Director’s designee shall review and approve in advance the production and use of any Branded Merchandise, and to remove any items for sale the Director reasonably deems as inappropriate. In order to protect the goodwill associated with the Department’s name, trademarks, and logos, the Foundation agrees to cooperate with the Department to facilitate the Department’s reasonable control over the nature and quality of the Branded Merchandise. The Foundation also agrees to supply the Department with specimens of the Branded Merchandise from time to time for inspection by the Director on reasonable written request and to offer the Department the first right to purchase all Branded Merchandise upon the termination of this MOU, at acquisition cost.

For clarity, Branded Merchandise does not include the Foundation materials that are not created for sale, including, without limitation, fundraising materials, and advocacy materials.

ARTICLE 7

General Provisions

- A. **MOU.** This MOU and any attachments thereto contains the entire agreement between the Department and the Foundation with respect to the subject matter of this MOU and supersedes all other oral or written agreements between the Department and the Foundation relating thereto.
- B. **MOU Amendments.** This MOU can be amended as appropriate and agreed to by both the Department and the Foundation. The party wishing to initiate an amendment should do so in writing and highlight the sections of the current MOU to be amended. All amendments must be in writing and signed by both parties.
- C. **MOU Addenda.** Addenda to this MOU should be limited to capital and special projects that provide more detailed descriptions of outcomes, roles, and responsibilities. All requests to add an addendum to this MOU should be in writing, including the project purpose statement defining the short- and long-term goals of the applicable project and stating the specific fiscal and/or other support requested from a given party. The recipient of the request shall respond in a timely manner and indicate the capacity to participate in the specific capital or special project. Addenda must be in writing, provide project details, define roles and responsibilities, establish timelines, and be signed by both Parties.
- D. **Compliance with Laws.** Each Party shall, at its expense, conduct and cause to be conducted all activities performed under this MOU in a safe and reasonable manner and in compliance with all applicable laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity.
- E. **Events of Default.** Any material failure by the Foundation or the Department to perform any of the terms, conditions, or covenants under this MOU shall constitute a default. Upon written notice of such default by either Party, and failure of the other Party to comply with a reasonable opportunity to cure such default (in no event less than 30 days), the non-defaulting Party may terminate this MOU without additional notice.
- F. **Notices.** Except as otherwise expressly provided herein, any notices given under this MOU shall be effective only if in writing and given by delivering the notice in person or by sending it first class mail or certified mail, with a return receipt requested, with postage prepaid, or by overnight courier, addressed as follows:

City	Zuckerberg San Francisco General Hospital and Trauma Center 1001 Potrero Avenue San Francisco, CA 94110 Attention: Jennifer Boffi, MPH Chief Financial Officer
The Foundation	San Francisco General Foundation P.O. Box 410836 San Francisco, CA 94141-0836 Attention: Kim Meredith, Chief Executive Officer

Notices herein shall be deemed given two days after the date it was mailed if sent by first class, certified mail, or overnight courier, or upon the date personal delivery is made.

G. General Provisions.

1. Except as otherwise expressly required by the City’s Charter, any ordinance of City or other applicable law, the Director may exercise all rights, powers and privileges on behalf of the City or the Department under this MOU.
2. No waiver by any Party of any of the provisions of this MOU shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this MOU.
3. The headings used in this MOU are for convenience of reference only and shall be disregarded in the interpretation of this MOU.
4. Neither Party may record this MOU or any memorandum hereof.
5. This MOU shall be deemed to be made in, and shall be construed in, accordance with the laws of the State of California.
6. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
7. The Foundation’s obligations under this MOU, including the Foundation’ obligations set forth in Exhibit A, shall survive the expiration or other termination of this MOU.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this MOU as of the day mentioned above.

San Francisco General Hospital Foundation

San Francisco Department of Public Health

By: _____
Kim Meredith
Chief Executive Officer

By: _____
Grant Colfax
Director Of Health

APPROVED AS TO FORM:

David Chiu
City Attorney

By: _____
Michael Gerchow
Deputy City Attorney

APPROVED AS TO FINANCIAL
REPORTING AND AUDITING PROVISIONS:

San Francisco Controller

By: _____
Deemed Approved
No changes to Exhibit A
Ben Rosenfield
Controller

Exhibits:

- A. Disclosure Obligations; Recordkeeping and Auditing**
- B. Donor Disclosure Form – Template**
- C. Statement of Incompatible Activities**
- D. Gift/Grant Donation Form - Template**
- E. Capital Improvement Project - Template**

Exhibit A

Disclosure Obligations; Recordkeeping and Auditing

- A. **Acknowledgment of Disclosure Obligations under City Law.** San Francisco Administrative Code Section 67.29-6 requires the Department to disclose on its website the amount and source of all money, goods or services worth more than \$100 in the aggregate for the purpose of carrying out or assisting any City function. For all gifts, grants, and other donations received under this MOU, the disclosure must identify the Foundation as the contributor, the amounts contributed, and a statement as to any financial interest the Foundation has involving the City, including a contract, grant, lease, or request for license, permit, or other entitlement for use. Under the Administrative Code, the Department must post this information on its website within 30 days of the date of any such donation. If required by City law, the Department must also disclose this or other information about donations from the Foundation in any related resolution or ordinance submitted to the Board of Supervisors for approval.
- B. **The Foundation's Reporting & Disclosure Obligations.**
- 1. Donor and Grant Information.** The Foundation agrees to comply with San Francisco Administrative Code Section 67.29-6 by posting on its website the names of all individuals or organizations that contribute \$100 or more to the Foundation's, by gift, grants, or other instruments, in the form of money, goods, or services, for the purpose of carrying out or assisting the Department's performance of its City functions; the amounts contributed; and a statement as to any financial interest the donor contributing to the Foundation has involving the City, including any donor's contract, grant, lease, or request for license, permit, or other entitlement for use. The Foundation will post this information on its website within 30 days of receipt of any gift, grant or other instrument, and will also provide this information to the Department each year by no later than July 15 for the preceding fiscal year. The Foundation will maintain this donor information on its website until at least the end of the fifth fiscal year after the donation. To ensure compliance with this requirement and to maximize public transparency, the Foundation will not accept anonymous donations from a single source aggregating more than \$100 for purposes covered under this MOU. These provisions shall also apply to any grants received by the Foundation, if those grant funds are transferred to the City for the purpose of carrying out or assisting any City function.
 - 2. Financial Reports.** The Foundation will provide to the Department and the Department will upload a PDF (searchable text) copy of the Foundation's annual audited financial report and IRS Form 990 annual tax return into the City's financial system as part of the MOU documentation and prior to City's execution of this MOU. The annual audited financial report filings provided by the Foundation must include detailed information about the Foundation's total sources and uses of funds and also the sources and uses of funds dedicated to support the Department covered under this MOU, the names of the Foundation's Board of Directors and Officers, and the names of any and all payees of Funds covered by this MOU, including consultants, contractors and subcontractors and any current or past City employees paid and any funds provided directly to the City Department to support the Department's functions including but not limited to employee recognition and public events. Additionally, the Foundation will post its audited financial report and its IRS Form 990 and all related tax return schedules on its website annually within 60 days of the completion of each.
 - 3. Links to the Foundation Website.** The Department will provide a link on its website to the Foundation's website for the public to readily access the information required under this MOU. The Foundation will also post this MOU on its website along with copies of any other copies of Grant Awards or other City Contracts and MOU Agreements with any City Department including the Department covered by this MOU.

4. **The Foundation's Supplier Registration.** As part of the MOU Agreement execution, the Foundation must register and submit an IRS Form W-9 through the SF City Partner portal, a complete copy of their most recent IRS Form 990 tax return and complete their Approved Supplier set up through the Controller's Supplier Management Unit.
5. **The Foundation's Invoices through SF City Partner Online (eSettlements) site.** If the MOU Agreement includes invoicing by the Foundation's to the City Department, all invoices must be submitted online with any/all required supporting documentation through the SF City Partner portal's Online eSettlements site.

C. **Recordkeeping and Auditing.**

1. **Recordkeeping.** The Foundation will maintain books and records relating to this MOU, in accordance with generally accepted accounting practices consistently applied, that contain all information required to allow the Department and/or the City's Controller, at their discretion, to audit the Foundations' records and to verify contributions and expenditures in accordance with this MOU.
2. **Auditing.** The Foundation shall make such books and records relating to this MOU available to the Department and/or the City's Controller (or their representatives) upon commercially reasonable prior written notice, but in no event more than ten (10) days after such notice is provided to conduct an audit. The Foundation shall retain and shall allow the Department and/or the City's Controller to access such books and records for a period of the later of (i) five (5) years after the end of each year to which such books and records apply, (ii) five (5) years after the issuance date of the Foundation's audited financial statement or the IRS Form 990 annual tax return to which such books and records apply, or (iii) if an audit is commenced or if a controversy should arise between the parties hereto regarding the contributions or expenditures hereunder, until such audit or controversy is terminated.

Exhibit B
Donor Disclosure Form – Template



SAN FRANCISCO
GENERAL HOSPITAL
FOUNDATION

Thank you for your support of the San Francisco General Hospital Foundation. In order to comply with Mayor London Breed's September 2020 directive and San Francisco's voter-approved Sunshine Ordinance (listed below), which was crafted to ensure transparency when donations are made that benefit City institutions like Zuckerberg San Francisco General Hospital, San Francisco General Hospital Foundation is obligated by the City of San Francisco to request that you please complete and confirm the following information:

Contributor & Contribution Information:

Name: _____

Date: _____

Address: _____

Phone: _____

Contribution Amount/Estimated Value: \$ _____

Money, Goods, Services (description): _____

The above address is a: _____ Business _____ Residence

Financial Interest:

Please check the appropriate box(es) that describe your financial interest with the City.

- No Financial Interest
- Contract with the City (Please describe): _____
- Grant from the City (Please describe): _____
- Lease of Space to or from the City (Please describe): _____
- City License, Permit, or Entitlement for Use (Please describe): _____
- Other Financial Interest (Please describe): _____
- Pending Financial Interest (Please describe): _____

San Francisco Administrative Code Chapter 67 section 67.29-6 (Sources of Outside Funding) provides:

No official or employee or agent of the City shall accept, allow to be collected, or direct or influence the spending of, any money, or any goods or services worth more than one hundred dollars in aggregate, for the purpose of carrying out or assisting any City function unless the amount and source of all such funds is disclosed as a public record and made available on the website for the department to which the funds are directed. When such funds are provided or managed by an entity, and not an individual, that entity must agree in writing to abide by this ordinance. The disclosure shall include the names of all individuals or organizations contributing such money and a statement as to any financial interest the contributor has involving the City.

Signature

Date

Please return this form at your earliest convenience to: San Francisco General Hospital Foundation, Attn: Gift Compliance, PO Box 410836, San Francisco, CA 94141-0836.

Please contact bferreira@sfgfhf.org should you have any questions. Thank you once again for your generous support.

Exhibit C
Statement of Incompatible Activities

DEPARTMENT OF PUBLIC HEALTH AND HEALTH COMMISSION

STATEMENT OF INCOMPATIBLE ACTIVITIES

I. INTRODUCTION

This Statement of Incompatible Activities is intended to guide officers and employees of the San Francisco Department of Public Health (“Department”) and Health Commission about the kinds of activities that are incompatible with their public duties and therefore prohibited. For the purposes of this Statement, and except where otherwise provided, “officer” shall mean the executive director (“director”) and a member of the Health Commission; and “employee” shall mean all employees of the Department.

This Statement is adopted under the provisions of San Francisco Campaign & Governmental Conduct Code (“C&GC Code”) section 3.218. Engaging in the activities that are prohibited by this Statement may subject an officer or employee to discipline, up to and including possible termination of employment or removal from office, as well as to monetary fines and penalties. (C&GC Code § 3.242; Charter § 15.105.) Before an officer or employee is subjected to discipline or penalties for violation of this Statement, the officer or employee will have an opportunity to explain why the activity should not be deemed to be incompatible with his or her City duties. (C&GC Code § 3.218.) Nothing in this document shall modify or reduce any due process rights provided pursuant to the officer’s or employee’s collective bargaining agreement.

In addition to this Statement, officers and employees are subject to Department policies and State and local laws and rules governing the conduct of public officers and employees, including but not limited to:

- Political Reform Act, California Government Code § 87100 *et seq.*;
- California Government Code § 1090;
- San Francisco Charter;
- San Francisco Campaign and Governmental Conduct Code;
- San Francisco Sunshine Ordinance;
- Applicable Civil Service Rules;
- ***Department Compliance Program; and***
- ***Department Code of Conduct.***

Nothing in this Statement shall exempt any officer or employee from applicable provisions of law, or limit his or her liability for violations of law. Examples provided in this Statement are for illustration purposes only, and are not intended to limit application of this Statement. Nothing in this Statement shall interfere with the rights of employees under a collective bargaining agreement or Memorandum of Understanding applicable to that employee.

Nothing in this Statement shall be construed to prohibit or discourage any City officer or employee from bringing to the City’s and/or public’s attention matters of actual or perceived malfeasance or misappropriation in the conduct of City business, or from filing a complaint alleging that a City officer or employee has engaged in improper governmental activity by violating local campaign finance, lobbying, conflicts of interest or governmental ethics laws, regulations or rules; violating the California Penal Code by misusing City resources; creating a specified and substantial danger to public health or safety by failing to perform duties required by the officer’s or employee’s City position; or abusing his or her City position to advance a private interest.

No amendment to any statement of incompatible activities shall become operative until the City and County has satisfied the meet and confer requirements of State law and the collective bargaining agreement.

If an employee has questions about this Statement, the questions should be directed to the employee's supervisor or to the director. Similarly, questions about other applicable laws governing the conduct of public employees should be directed to the employee's supervisor or the director, although the supervisor or director may determine that the question must be addressed to the Ethics Commission or City Attorney. Employees may also contact their unions for advice or information about their rights and responsibilities under these and other laws.

If a City officer has questions about this Statement, the questions should be directed to the officer's appointing authority, the Ethics Commission or the City Attorney.

II. MISSION OF THE DEPARTMENT OF PUBLIC HEALTH AND HEALTH COMMISSION

The mission of the Department of Public Health and Health Commission is to protect and promote the health of all San Franciscans. (San Francisco Charter Section 4.110; San Francisco Administrative Code, Chapter 15; and San Francisco Health Code, Article 3.)

III. RESTRICTIONS ON INCOMPATIBLE ACTIVITIES

This section prohibits outside activities, including self-employment, that are incompatible with the mission of the Department. Under subsection C, an officer or employee may seek an advance written determination whether a proposed outside activity is incompatible and therefore prohibited by this Statement. Outside activities other than those expressly identified here may be determined to be incompatible and therefore prohibited. For an advance written determination request from an employee, if the director delegates the decision-making to a designee and if the designee determines that the proposed activity is incompatible under this Statement, the employee may appeal that determination to the director.

A. RESTRICTIONS THAT APPLY TO ALL OFFICERS AND EMPLOYEES

1. ACTIVITIES THAT CONFLICT WITH OFFICIAL DUTIES

No officer or employee may engage in an outside activity (regardless of whether the activity is compensated) that conflicts with his or her City duties. An outside activity conflicts with City duties when the ability of the officer or employee to perform the duties of his or her City position is materially impaired. Outside activities that materially impair the ability of an officer or employee to perform his or her City duties include, but are not limited to, activities that disqualify the officer or employee from City assignments or responsibilities on a regular basis. Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section.

[RESERVED.]

2. ACTIVITIES WITH EXCESSIVE TIME DEMANDS

Neither the director nor any employee may engage in outside activity (regardless of whether the activity is compensated) that would cause the director or employee to be absent from his or her assignments on a regular basis, or otherwise require a time commitment that is

demonstrated to interfere with the director's or employee's performance of his or her City duties.

Example. An employee who works at the Department's front desk answering questions from the public wants to take time off every Tuesday and Thursday from 2:00 to 5:00 to coach soccer. Because the employee's duties require the employee to be at the Department's front desk during regular business hours, and because this outside activity would require the employee to be absent from the office during regular business hours on a regular basis, the director or his/her designee may, pursuant to subsection C, determine that the employee may not engage in this activity.

3. ACTIVITIES THAT ARE SUBJECT TO REVIEW BY THE DEPARTMENT

Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, no officer or employee may engage in an outside activity (regardless of whether the activity is compensated) that is subject to the control, inspection, review, audit or enforcement of the Department. ***Nothing in this subsection prohibits any employee or officer from working for or receiving income or compensation from a health care provider network subject to review of the Department.*** In addition to any activity permitted pursuant to subsection C, nothing in this subsection prohibits the following activities: appearing before one's own department or commission on behalf of oneself; filing or otherwise pursuing claims against the City on one's own behalf; running for City elective office; or making a public records disclosure request pursuant to the Sunshine Ordinance or Public Records Act. ***Except as expressly provided, nothing in this subsection prohibits any employee from engaging in volunteer activities on behalf of a non-profit charitable organization as long as the employee does not personally participate in decisions for the Department regarding that organization.*** Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section.

Assistance in Responding to City Bids, RFQs and RFPs. No officer or employee may knowingly provide selective assistance (i.e., assistance that is not generally available to all competitors) to individuals or entities, ***including non-profit charitable organizations for whom an officer or employee volunteers,*** in a manner that confers a competitive advantage on a bidder or proposer who is competing for a City contract. Nothing in this Statement prohibits an officer or employee from providing general information about a bid for a City contract, a Department Request for Qualifications or Request for Proposals or corresponding application process that is available to any member of the public. Nothing in this Statement prohibits an officer or employee from speaking to or meeting with individual applicants regarding the individual's application, provided that such assistance is provided on an impartial basis to all applicants who request it.

B. RESTRICTIONS THAT APPLY TO EMPLOYEES IN SPECIFIED POSITIONS

In addition to the restrictions that apply to all officers and employees of the Department, unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section for individual employees holding specific positions.

[RESERVED.]

C. ADVANCE WRITTEN DETERMINATION

Department of Public Health and Health Commission Statement of Incompatible Activities

As set forth below, an employee of the Department or the director or a member of the Health Commission may seek an advance written determination whether a proposed outside activity conflicts with the mission of the Department, imposes excessive time demands, is subject to review by the Department, or is otherwise incompatible and therefore prohibited by section III of this Statement. For the purposes of this section, an employee or other person seeking an advance written determination shall be called “the requestor”; the individual or entity that provides an advance written determination shall be called “the decision-maker.”

1. PURPOSE

This subsection permits an officer or employee to seek an advance written determination regarding his or her obligations under subsections A or B of this section. A written determination by the decision-maker that an activity is not incompatible under subsection A or B provides the requestor immunity from any subsequent enforcement action for a violation of this Statement if the material facts are as presented in the requestor’s written submission. A written determination cannot exempt the requestor from any applicable law.

If an individual has not requested an advance written determination under subsection C as to whether an activity is incompatible with this Statement, and the individual engages in that activity, the individual will not be immune from any subsequent enforcement action brought pursuant to this Statement.

Similarly, if an individual has requested an advance written determination under subsection C as to whether an activity is incompatible with this Statement, and the individual engages in that activity, the individual will not be immune from any subsequent enforcement action brought pursuant to this Statement if:

- (a) the requestor is an *employee* who has not received a determination under subsection C from the decision-maker, and 20 working days have not yet elapsed since the request was made; or
- (b) the requestor is an *officer* who has not received a determination under subsection C from the decision-maker; or
- (c) the requestor has received a determination under subsection C that an activity is incompatible.

In addition to the advance written determination process set forth below, the San Francisco Charter also permits any person to seek a written opinion from the Ethics Commission with respect to that person's duties under provisions of the Charter or any City ordinance relating to conflicts of interest and governmental ethics. Any person who acts in good faith on an opinion issued by the Commission and concurred in by the City Attorney and District Attorney is immune from criminal or civil penalties for so acting, provided that the material facts are as stated in the opinion request. Nothing in this subsection precludes a person from requesting a written opinion from the Ethics Commission regarding that person's duties under this Statement.

2. THE DECISION-MAKER

Decision-maker for request by an employee: An employee of the Department may seek an advance written determination from the director or his or her designee. The director or his or her designee will be deemed the decision-maker for the employee’s request.

Decision-maker for request by the director: The director may seek an advance written determination from his or her appointing authority. The appointing authority will be deemed the decision-maker for the director's request.

Decision-maker for request by a member of the Health Commission: A member of the Health Commission may seek an advance written determination from his or her appointing authority or from his or her commission, or the Ethics Commission. The appointing authority, Health Commission or Ethics Commission will be deemed the decision-maker for the member's request.

3. THE PROCESS

The requestor must provide, in writing, a description of the proposed activity and an explanation of why the activity is not incompatible under this Statement. The written material must describe the proposed activity in sufficient detail for the decision-maker to make a fully informed determination whether it is incompatible under this Statement.

When making a determination under this subsection, the decision-maker may consider any relevant factors including, but not limited to, the impact on the requestor's ability to perform his or her job, the impact upon the Department as a whole, compliance with applicable laws and rules and the spirit and intent of this Statement. The decision-maker shall consider all relevant written materials submitted by the requestor. The decision-maker shall also consider whether the written material provided by the requestor is sufficiently specific and detailed to enable the decision-maker to make a fully informed determination. The decision-maker may request additional information from the requestor if the decision-maker deems such information necessary. For an advance written determination request from an employee, if the director delegates the decision-making to a designee and if the designee determines that the proposed activity is incompatible under this Statement, the employee may appeal that determination to the director.

The decision-maker shall respond to the request by providing a written determination to the requestor by mail, email, personal delivery, or other reliable means. For a request by an employee, the decision-maker shall provide the determination within a reasonable period of time depending on the circumstances and the complexity of the request, but not later than 20 working days from the date of the request. If the decision-maker does not provide a written determination to the employee within 20 working days from the date of the employee's request, the proposed activity will be determined not to violate this Statement.

The decision-maker may revoke the determination at any time based on changed facts or circumstances or other good cause by providing advance written notice to the requestor. The written notice shall specify the changed facts or circumstances or other good cause that warrants revocation of the advance written determination.

4. DETERMINATIONS ARE PUBLIC RECORDS

To assure that these rules are enforced equally, requests for advance written determinations and written determinations, including approvals and denials, are public records to the extent permitted by law.

IV. RESTRICTIONS ON USE OF CITY RESOURCES, CITY WORK-PRODUCT AND PRESTIGE

A. USE OF CITY RESOURCES

No officer or employee may use City resources, including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any political activity or personal purpose. No officer or employee may allow any other person to use City resources, including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any political activity or personal purpose. Notwithstanding these general prohibitions, any incidental and minimal use of City resources does not constitute a violation of this section. Nothing in this subsection shall be interpreted or applied to interfere with, restrict or supersede any rights or entitlements of employees, recognized employee organizations, or their members under state law or regulation or pursuant to provisions of a collective bargaining agreement to use City facilities, equipment or resources, as defined herein.

Example. An officer or employee may use the telephone to make occasional calls to arrange medical appointments or speak with a child care provider, because this is an incidental and minimal use of City resources for a personal purpose.

Nothing in this Statement shall exempt any officer or employee from complying with more restrictive policies of the Department regarding use of City resources, including, without limitation, the Department's e-mail policy.

B. USE OF CITY WORK-PRODUCT

No officer or employee may, in exchange for anything of value and without appropriate authorization, sell, publish or otherwise use any non-public materials that were prepared on City time or while using City facilities, property (including without limitation, intellectual property), equipment and/or materials. For the purpose of this prohibition, appropriate authorization includes authorization granted by law, including the Sunshine Ordinance, California Public Records Act, the Ralph M. Brown Act as well as whistleblower and improper government activities provisions, or by a supervisor of the officer or employee, including but not limited to the officer's or employee's appointing authority. Nothing in this subsection shall be interpreted or applied to interfere with, restrict or supersede any rights or entitlements of employees, recognized employee organizations, or their members under state law or regulation or pursuant to provisions of a collective bargaining agreement to use public materials for collective bargaining agreement negotiations.

C. USE OF PRESTIGE OF THE OFFICE

No officer or employee may use his or her City title or designation in any communication for any private gain or advantage. The following activities are expressly prohibited by this section.

1. USING CITY BUSINESS CARDS

No officer or employee may use his or her City business cards for any purpose that may lead the recipient of the card to think that the officer or employee is acting in an official capacity when the officer or employee is not.

Example of inappropriate use. An employee's friend is having a dispute with his new neighbor who is constructing a fence that the friend believes encroaches on his property. The friend invites the employee over to view the disputed fence. When the neighbor introduces herself, the employee should not hand the neighbor her business card while suggesting that she could help resolve the dispute. Use of a City business card under these circumstances

might lead a member of the public to believe that the employee was acting in an official capacity.

Example of acceptable use. An employee is at a party and runs into an old friend who has just moved to town. The friend suggests meeting for dinner and asks how to get in touch with the employee to set up a meeting time. The employee hands the friend the employee's business card and says that he can be reached at the number on the card. Use of a City business card under these circumstances would not lead a member of the public to believe that the employee was acting in an official capacity. Nor would use of the telephone to set up a meeting time constitute a misuse of resources under subsection A, above.

2. USING CITY LETTERHEAD, CITY TITLE, OR E-MAIL

No officer or employee may use City letterhead, City title, City e-mail, or any other City resource, for any communication that may lead the recipient of the communication to think that the officer or employee is acting in an official capacity when the officer or employee is not. (Use of e-mail or letterhead in violation of this section could also violate subsection A of this section, which prohibits use of these resources for any non-City purpose.)

Example. An officer or employee is contesting a parking ticket. The officer or employee should not send a letter on City letterhead to the office that issued the ticket contesting the legal basis for the ticket.

3. HOLDING ONESELF OUT, WITHOUT AUTHORIZATION, AS A REPRESENTATIVE OF THE DEPARTMENT

No officer or employee may hold himself or herself out as a representative of the Department, or as an agent acting on behalf of the Department, unless authorized to do so.

Example. An employee who lives in San Francisco wants to attend a public meeting of a Commission that is considering a land use matter that will affect the employee's neighborhood. The employee may attend the meeting and speak during public comment, but should make clear that he is speaking in his private capacity and not as a representative of the Department.

V. PROHIBITION ON GIFTS FOR ASSISTANCE WITH CITY SERVICES

State and local law place monetary limits on the value of gifts an officer or employee may accept in a calendar year. (Political Reform Act, Gov't Code § 89503, C&GC Code §§ 3.1-101 and 3.216.) This section imposes additional limits by prohibiting an officer or employee from accepting any gift that is given in exchange for doing the officer's or employee's City job.

No officer or employee may receive or accept gifts from anyone other than the City for the performance of a specific service or act the officer or employee would be expected to render or perform in the regular course of his or her City duties; or for advice about the processes of the City directly related to the officer's or employee's duties and responsibilities, or the processes of the entity they serve.

Example. A member of the public who regularly works with and receives assistance from the Department owns season tickets to the Giants and sends a pair of tickets to an employee of the Department in appreciation for the

Department of Public Health and Health Commission Statement of Incompatible Activities

employee's work. Because the gift is given for the performance of a service the employee is expected to perform in the regular course of City duties, the employee is not permitted to accept the tickets.

Example. A member of the public requests assistance in resolving an issue or complaint that is related to the City and County of San Francisco, but that does not directly involve the Department. The employee directs the member of the public to the appropriate department and officer to resolve the matter. The member of the public offers the employee a gift in appreciation for this assistance. The employee may not accept the gift, or anything of value from anyone other than the City, for providing this kind of assistance with City services.

As used in this Statement, the term gift has the same meaning as under the Political Reform Act, including the Act's exceptions to the gift limit. (See Gov't Code §§ 82028, 89503; 2 Cal. Code Regs. §§ 18940-18950.4.) For example, under the Act, a gift that, within 30 days of receipt, is returned, or donated by the officer or employee to a 501(c)(3) organization or federal, state or local government without the officer or employee taking a tax deduction for the donation, will not be deemed to have been accepted. In addition to the exceptions contained in the Act, nothing in this Statement shall preclude an employee's receipt of a bona fide award, or free admission to a testimonial dinner or similar event, to recognize exceptional service by that employee, and which is not provided in return for the rendering of service in a particular matter. Such awards are subject to the limitation on gifts imposed by the Political Reform Act and local law.

In addition, the following gifts are de minimis and therefore exempt from the restrictions on gifts imposed by section V of this Statement:

- i. Gifts, other than cash, with an aggregate value of \$25 or less per occasion; and
- ii. Gifts such as food and drink, without regard to value, to be shared in the office among officer or employees.

Example. A member of the public who regularly works with and receives assistance from the Department sends a \$15 basket of fruit to an employee as a holiday gift. Although the fruit may in fact be offered in exchange for performing services that the employee is expected to perform in the regular course of City duties, the employee may accept the fruit because the value is de minimis. (Because the reporting requirement is cumulative, an employee may be required to report even de minimis gifts on his or her Statement of Economic Interests if, over the course of a year, the gifts equal or exceed \$50.)

Example. A member of the public who regularly works with and receives assistance from the Department sends a \$150 basket of fruit to the Department as a holiday gift. Although the fruit may in fact be offered in exchange for performing services that the Department is expected to perform in the regular course of City duties, the Department may accept the fruit basket because it is a gift to the office to be shared among officers and employees.

VI. AMENDMENT OF STATEMENT

Once a Statement of Incompatible Activities is approved by the Ethics Commission, the Department may, subject to the approval of the Ethics Commission, amend the Statement. (C&GC Code § 3.218(b).) In addition, the Ethics Commission may at any time amend the Statement on its own initiative. No Statement of Incompatible Activities or any amendment

thereto shall become operative until the City and County of San Francisco has satisfied the meet and confer requirements of State law and the collective bargaining agreement.

S:\Conflicts of Interest\Incompatibility Statements\Public Health\SIA 4.15.08.doc

Exhibit D
Gift/Grant Donation Form - Template



SAN FRANCISCO
GENERAL HOSPITAL
FOUNDATION

Memorandum of Understanding re:

Support Disbursement of

Grant/Gift Donation Form

This Memorandum of Understanding (MOU) between San Francisco General Hospital Foundation (Foundation) and the City and County of San Francisco, acting by and through its Department of Public Health, for Zuckerberg San Francisco General Hospital (City), is made and entered into as of **[EFFECTIVE DATE]**.

A. PURPOSE AND SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to the disbursement of funds for expenses incurred in carrying out the purpose of the program: **[NAME OF PROGRAM]**

B. ZSFG PROGRAM

The funds for **[NAME THE PROGRAM]** were received by the Foundation as part of the donations provided by the **[NAME OF DONOR]**.

C. MOU TERM

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The expected timeframe of the activities below commences on **[ADD START DATE]** and ends five years later on **[ADD END DATE]**. Any extension of this duration requires a formal modification of this MOU executed and approved in the same manner as the original ("Term").

D. GRANT PLAN AND NOT-TO-EXCEED GRANT AMOUNT, INCLUDING RESTRICTIONS, IF ANY

1. **Grant Plan:** **[IDENTIFY HOW THE GRANT DOLLARS WILL BE SPENT]** ("Grant Plan")
2. **Not-to-Exceed Grant Amount:** Total grant expenses are not to exceed **[ADD THE NOT-TO-EXCEED GRANT AMOUNT]** ("Grant Amount"), and will be disbursed as detailed in the Not-to-Exceed Grant Amount and Eligible Expenses table, below.
3. **Restricted Funds:** **[IDENTIFY ANY FUND RESTRICTIONS]**.
4. **Unrestricted Funds:** **[IDENTIFY THE AMOUNT OF ANY UNRESTRICTED FUNDS]**.



SAN FRANCISCO
GENERAL HOSPITAL
FOUNDATION

Not-to-Exceed Grant Amount and Eligible Expenses

[MUST INCLUDE AN ELIGIBLE EXPENSE BUDGET – EXAMPLE BELOW]

<i>Eligible Expenses</i>	<i>Total Budget Request</i>
<i>Personnel</i>	\$XXXXXXXXXX
Palliative Care XXXXX	\$XXXXXXXXXX
Serious Illness Care XXXXX	\$XXXXXXXXXX
Clinical Lead for Caregiver XXXXX	\$XXXXXXXXXX
Financial Analyst	\$XXXXXXXXXX
<i>Total Personnel</i>	<i>\$XXXXXXXXXX</i>
	\$XXXXXXXXXX
<i>Non-Personnel</i>	
Salary Costs XXXXXX	\$XXXXXXXXXX
Production of XXXXXX	\$XXXXXXXXXX
Printing costs XXXXX	\$XXXXXXXXXX
Misc Office Support costs XXXXXX	\$XXXXXXXXXX
Meals for XXXXX	\$XXXXXXXXXX
<i>Total Non-Personnel</i>	<i>\$XXXXXXXXXX</i>
<i>Other Costs</i>	\$XXXXXXXXXX
XXXXXXX	\$XXXXXXXXXX
XXXXXXX	\$XXXXXXXXXX
XXXXXXX	\$XXXXXXXXXX
<i>Total Other Costs</i>	<i>\$XXXXXXXXXX</i>
<i>Not-to-Exceed Grant Amount</i>	<i>\$XXXXXXXXXX</i>



SAN FRANCISCO
GENERAL HOSPITAL
FOUNDATION

ZSFG shall comply with the Foundation Disbursement Request Policies and Procedures (Exhibit A), namely, provide adequate payroll records documenting the personnel expenses and final purchased invoices/receipts. Any exceptions to the disbursement request procedures, including requests for advance payments, must be requested in advance and agreed upon in writing by the Foundation.

E. MODIFICATION AND TERMINATION

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT this MOU may be terminated with or without cause by either party upon 30 days prior written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.

Any and all amendments to this MOU must be made in writing and must be executed and approved in the same manner as the original before becoming effective.

Either party may terminate this MOU immediately on written notice if the other party has committed a material breach of this MOU and has not cured the breach within thirty (30) days after receiving written notice of the breach by the non-breaching party, or the parties cannot reach an agreement to amend this MOU.

If the Program covered under this agreement does not have sufficient funds for the program, this Agreement shall be of no further force and effect. In that event, the Foundation will have no liability to pay any funds whatsoever to ZSFG and ZSFG shall not be obligated to perform any element of the Grant Plan for which it is not reimbursed.

F. CONTACT INFORMATION

All notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, addressed to the other party as follows:

Gerry Chow
Chief Financial Officer
San Francisco General
Hospital Foundation
2789 25th Street,
Suite 2028
San Francisco, CA 94110

[SIGNATURES ON FOLLOWING PAGE]



SAN FRANCISCO
GENERAL HOSPITAL
FOUNDATION

San Francisco General Hospital Foundation

San Francisco Department of Public Health

By: _____
Kim Meredith
Chief Executive Officer

By: _____
Grant Colfax, MD
Director of Health

APPROVED AS TO FORM:

David Chiu
City Attorney

By: _____
XXXXXXXXXXXXXXXXXXXX
Deputy City Attorney



SAN FRANCISCO
GENERAL HOSPITAL
FOUNDATION

EXHIBIT A

Disbursement Request Policy and Procedure

For each disbursement requested, a disbursement request form must be completed and authorized by the individual named on the Establishment of Restricted Funds document. Valid documents, such as vendor invoices, receipts, * payroll reports etc., verifying the expense, must be submitted along with the disbursement request form.

The cost categories allowed for use in identifying expenses are as follows:

	Acct #		Acct #
Salaries & benefits**	7500	Installation/Maintenance	7531
Consultants	7510	Permits/Fees/Inspection	7532
Graphic Design	7511	Bank Service Charges	7533
Translation Services	7512	Meals/Refreshment	7540
Supplies	7520	Rent	7550
Incentives	7521	Transportation & Lodging	7560
Stipend	7522	Conference & Training Fee	7570
Printing	7523	Training	7571
Software	7524	Patient Assistance	7580
Equipment/Remodeling	7530		

***Reimbursements:** the receipt must show the following information: name of the person who paid it, item purchased, amount and date of purchase. Estimates are not accepted.

****Salaries and benefits:** the report provided as part of the disbursement request must clearly list the name of the individual, the period or periods covered. The compensation and benefit amounts must be also listed separately.

*The Foundation recommends submitting authorized disbursement requests within 30 days of date of expenditure. All expenses must be submitted on or before July 15th in order to close the June 30 fiscal year. **Expenses that do not fall within the open fiscal year will not be reimbursed.***

The disbursement form can be submitted several ways:

1. Email to accounting@sfgfhf.org
2. Interoffice mail
3. Dropped off at Foundation office location
4. Mailed to PO Box 410836, SF CA 94141.

Once the completed form is received, the disbursement check will be issued within 5 to 10 business days.

Exhibit E
Capital Improvement Project - Template

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AND
THE ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL FOUNDATION
REGARDING**

**THE ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL HEALTH CENTER CAPITAL
PROJECT: Add Project Name**

THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING dated June 1, 2023 (“MOU”), is made and entered into on Add Date, by and between the City and County of San Francisco (“City”), acting by and through its San Francisco Department of Public Health (“Department”), and the Zuckerberg San Francisco General Hospital Foundation (“Foundation”).

Background

- A. **Existing MOU.** Article 2, Section B and Article 3, Section B of the MOU details the requirements for the Foundation to raise and expend funds for capital campaigns and special fundraising projects at ZSFG. This addendum sets for the terms and condition for the ZSFG Add Project Name (“Project”).

Terms Governing ZSFG Capital Project

- B. **Term.** The term of this Addendum covers the duration of the Project, including Project close-out, and will expire at the earlier of the completion of the Project or Add Date (the “Expiration Date”). In no event may the term exceed ten years without formal approval of the San Francisco Board of Supervisors acting in its sole discretion.
- C. **Project Proposal.**
1. **Purpose Statement.** Add Terms
 2. **Short Goals of the Project.** Add Terms
 3. **Long-Term Goals of the Project.** Add Terms
 4. **Fiscal or Other Support Requested from the Foundation.** The Department anticipates requesting from the Foundation fundraising in the amount of approximately \$40 million per year, totaling \$200 million over 5 years.
 5. **Target Dates For Meeting Funding Goals.**
 - a. Add Date and \$\$
 - b. Add Date and \$\$
 - c. Add Date and \$\$
 - d. Add Date and \$\$
 - e. Add Date and \$\$

- D. **Project Management.**

1. **Public Works.** Consistent with San Francisco Administrative Code Chapter 6, the City will deliver this project through the San Francisco Department of Public Works (“Public Works”). Public Works staff will manage the budget and schedule for the project for the City.
 2. **Department Project Budget and Schedule.** The Department and Public Works will develop and manage budgets and schedules for each applicable Project phase.
 3. **Foundation Capital Project Fundraising Plan** is as follows:
 - a. 20XX: Major donor outreach to individuals, foundations, and corporations for gifts to support the Outpatient Health Center. Private events for major donors, foundations, and corporations.
 - b. 20XX: Continuing major donor outreach to individuals, foundations, and corporations for gifts to support the Outpatient Health Center. Private events for major donors, foundations, and corporations.
 - c. 20XX: Outreach to individuals, foundations, and corporations for gifts to support the Outpatient Health Center. Through direct mail, events, and other channels of communication, educate the San Francisco community about the importance of outpatient health care and the renovated building's role in it.
 - d. 20XX: Capital campaign concludes.
 4. **Periodic Foundation Reporting Status of Fundraising Activities.** The Foundation will report annually on the Project fundraising status. Department expenditures of Foundation cash received should be shared monthly with Foundation. The Department will report the status of the project to the Health Commission, as necessary. Foundation will comply with all donor reporting requirements under the MOU with respect to funds raised for this capital project.
- E. **Requests for Disbursement.** The Parties will handle disbursement processing, and cooperate in reconciliation thereof, in substantially the same manner as with respect to the Annual Support funds under the MOU.
- F. **Acceptance of Funds.** The Department will obtain all requisite final approvals, including as appropriate by the Board of Supervisors (“Board”) and/or Commission, to accept capital campaign donations from the Foundation to the extent required by the San Francisco Administrative Code or other applicable law. The Foundation will attend any Board or Commission hearings regarding the acceptance of donations, if required.
- G. **Naming Agreements, Conditions, or Other Restrictions.** Before the Foundation may finalize any naming rights in connection with this Project, the naming proposal must be memorialized in a separate “Naming Agreement” made in accordance with all City and/or Department policies as may be modified from time to time. The Naming agreement must be executed and approved in the same manner as the MOU, including approval by the San Francisco Board of Supervisors, acting in its sole discretion. Any gift or donation related to this Project containing conditions or restrictions binding the City to take any action, other than to accept the gift or donation, may be subject to approval by the Board of Supervisors, acting in its sole discretion. The Foundation will provide advance notice to the Department of the specific terms and conditions attached to each gift or donation for the Project, including notice of restrictions, if any.
- H. **Notices.** Except as otherwise expressly provided herein, any notices given under Addendum shall be effective only if in writing and given by delivering the notice in person or by sending it first class mail or certified mail, with a return receipt requested, with postage prepaid, or by overnight courier, addressed as follows:

City	Zuckerberg San Francisco General Hospital and Trauma Center
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	1001 Potrero Avenue San Francisco, CA 94110 Attention: Jennifer Boffi, MPH Chief Financial Officer
The Foundation	San Francisco General Foundation P.O. Box 410836 San Francisco, CA 94141-0836 Attention: Kim Meredith, Chief Executive Officer

I. **MOU.** All other provisions of the MOU remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day mentioned above.

San Francisco General Hospital Foundation

San Francisco Department of Public Health

By: _____
Kim Meredith
Chief Executive Officer

By: _____
Director Of Health

APPROVED AS TO FORM:

David Chiu
City Attorney

By: _____

Deputy City Attorney