

1 [Health Contracts]

2 REPEALING SECTION 1.33, AMENDING SECTION 19A.23 AND ADDING SECTIONS
3 19A.37, 19A.38, 19A.39, AND 19A.40 OF THE ADMINISTRATIVE CODE TO AUTHORIZE
4 THE DIRECTOR OF HEALTH TO ENTER INTO AGREEMENTS THAT CONTAIN AN
5 INDEMNIFICATION PROVISION WITH UNIVERSITY OF CALIFORNIA, UCSF/STANFORD
6 HEALTH CARE, ALAMEDA COUNTY, SAN MATEO COUNTY, AND SAN FRANCISCO
7 UNIFIED SCHOOL DISTRICT.

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9 Note: Additions are underlined; deletions are in ((double parentheses)).

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

11 Section 1. Chapter 1 of the San Francisco Administrative Code is hereby amended by
12 repealing Section 1.33.

13 ((SEC. 1.33. HOLD HARMLESS AGREEMENTS BETWEEN THE HEALTH
14 COMMISSION AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA. The Health
15 Commission is hereby authorized to enter into hold harmless agreements with the Regents of
16 the University of California for health-related services, with the exception of those services
17 related to physicians, residents and/or interns.))

18 Section 2. Article 1 of Chapter 19A of the San Francisco Administrative Code is hereby
19 amended to read as follows:

20 SEC. 19A.23. AGREEMENTS WITH THE REGENTS OF THE UNIVERSITY OF
21 CALIFORNIA RELATING TO MEDICAL SERVICES. ((FOR CLINICAL SERVICES AND
22 TRAINING PROJECTS.)) (a) The Director of ((Public)) Health, with the approval of the Health
23 Commission, is hereby authorized to enter into and execute written agreements on behalf of
24 the City and County of San Francisco with the Regents of the University of California relating
25 to the provision of medical services, including mental health and substance abuse services, to

1 San Francisco residents. ((to participate in projects related to clinical service and health care
2 provider training in order to benefit the programs provided the residents of San Francisco.
3 Said agreements shall be substantially in conformance with the form of agreements on file
4 with the clerk of the Board of Supervisors in File No. 97-90-40.))

5 (b) If said agreements contain a provision in which the City and County of San
6 Francisco defends, indemnifies or holds harmless the Regents of the University of California,
7 the provision shall be the following:

8 University shall defend, indemnify, and hold the City, its officers, employees and agents
9 harmless from and against any and all liability, loss, expense, attorneys' fees or claims, for
10 injury or damages, arising out of the performance of this Agreement but only in proportion to
11 and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages
12 are caused by or result from the negligent or intentional acts or omissions of the University, its
13 officers, agents or employees.

14 City shall defend, indemnify, and hold the University, its officers, employees and agents
15 harmless from and against any and all liability, loss, expense, attorneys' fees or claims, for
16 injury or damages, arising out of the performance of this Agreement but only in proportion to
17 and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages
18 are caused by or result from the negligent or intentional acts or omissions of City, its officers,
19 agents or employees.

20 Section 3. Article 1 of Chapter 19A of the San Francisco Administrative Code is hereby
21 amended by adding Sections 19A.37, 19A.38, 19A.39, and 19A.40 to read as follows:

22 SEC. 19A.37. AGREEMENTS WITH UCSF/STANFORD HEALTH CARE FOR
23 MEDICAL SERVICES. The Director of Health, with the approval of the Health Commission, is
24 hereby authorized to enter into and execute written agreements on behalf of the City and
25 County of San Francisco with UCSF/Stanford Health Care relating to the provision of medical

1 services, including mental health and substance abuse services, to San Francisco residents.
2 If said agreements contain a provision in which the City and County of San Francisco
3 defends, indemnifies or holds harmless UCSF/Stanford Health Care, the provision shall be the
4 following:

5 UCSF/Stanford Health Care shall defend, indemnify, and hold the City, its officers,
6 employees and agents harmless from and against any and all liability, loss, expense,
7 attorneys' fees or claims, for injury or damages, arising out of the performance of this
8 Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys'
9 fees or claims for injury or damages are caused by or result from the negligent or intentional
10 acts or omissions of the UCSF/Stanford Health Care, its officers, agents or employees.

11 City shall defend, indemnify, and hold UCSF/Stanford Health Care, its officers,
12 employees and agents harmless from and against any and all liability, loss, expense,
13 attorneys' fees or claims, for injury or damages, arising out of the performance of this
14 Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys'
15 fees or claims for injury or damages are caused by or result from the negligent or intentional
16 acts or omissions of City, its officers, agents or employees.

17 SEC. 19A.38. AGREEMENTS WITH ALAMEDA COUNTY FOR MEDICAL
18 SERVICES. The Director of Health, with the approval of the Health Commission, is hereby
19 authorized to enter into and execute written agreements on behalf of the City and County of
20 San Francisco with Alameda County relating to the provision of medical services, including
21 mental health and substance abuse services, to San Francisco residents. If said agreements
22 contain a provision in which the City and County of San Francisco defends, indemnifies or
23 holds harmless Alameda County, the provision shall be the following:

24 Alameda County shall defend, indemnify, and hold the City, its officers, employees and
25 agents harmless from and against any and all liability, loss, expense, attorneys' fees or

1 claims, for injury or damages, arising out of the performance of this Agreement but only in
2 proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury
3 or damages are caused by or result from the negligent or intentional acts or omissions of the
4 Alameda County, its officers, agents or employees.

5 City shall defend, indemnify, and hold Alameda County, its officers, employees and
6 agents harmless from and against any and all liability, loss, expense, attorneys' fees or
7 claims, for injury or damages, arising out of the performance of this Agreement but only in
8 proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury
9 or damages are caused by or result from the negligent or intentional acts or omissions of City,
10 its officers, agents or employees.

11 SEC. 19A.39. AGREEMENTS WITH SAN MATEO COUNTY FOR MEDICAL
12 SERVICES. The Director of Health, with the approval of the Health Commission, is hereby
13 authorized to enter into and execute written agreements on behalf of the City and County of
14 San Francisco with San Mateo County relating to the provision of medical services, including
15 mental health and substance abuse services. If said agreements contain a provision in which
16 the City and County of San Francisco defends, indemnifies or holds harmless San Mateo
17 County, the provision shall be the following:

18 San Mateo County shall defend, indemnify, and hold the City, its officers, employees
19 and agents harmless from and against any and all liability, loss, expense, attorneys' fees or
20 claims, for injury or damages, arising out of the performance of this Agreement but only in
21 proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury
22 or damages are caused by or result from the negligent or intentional acts or omissions of the
23 San Mateo County, its officers, agents or employees.

24 City shall defend, indemnify, and hold San Mateo County, its officers, employees and
25 agents harmless from and against any and all liability, loss, expense, attorneys' fees or

1 claims, for injury or damages, arising out of the performance of this Agreement but only in
2 proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury
3 or damages are caused by or result from the negligent or intentional acts or omissions of City,
4 its officers, agents or employees.

5 SEC. 19A.40. AGREEMENTS WITH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
6 FOR MEDICAL SERVICES. The Director of Health, with the approval of the Health
7 Commission, is hereby authorized to enter into and execute written agreements on behalf of
8 the City and County of San Francisco with San Francisco Unified School District relating to
9 the provision of medical services, including mental health and substance abuse services, to
10 San Francisco residents. If said agreements contain a provision in which the City and County
11 of San Francisco defends, indemnifies or holds harmless San Francisco Unified School
12 District, the provision shall be the following:

13 San Francisco Unified School District shall defend, indemnify, and hold the City, its
14 officers, employees and agents harmless from and against any and all liability, loss, expense,
15 attorneys' fees or claims, for injury or damages, arising out of the performance of this
16 Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys'
17 fees or claims for injury or damages are caused by or result from the negligent or intentional
18 acts or omissions of the San Francisco Unified School District, its officers, agents or
19 employees.

20 City shall defend, indemnify, and hold San Francisco Unified School District, its
21 officers, employees and agents harmless from and against any and all liability, loss, expense,
22 attorneys' fees or claims, for injury or damages, arising out of the performance of this
23 Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys'

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1 fees or claims for injury or damages are caused by or result from the negligent or intentional
2 acts or omissions of City, its officers, agents or employees.

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6 APPROVED AS TO FORM:

7 LOUISE H. RENNE, City Attorney

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9
10 By:


11 JEAN S. FRASER

12 Deputy City Attorney



City and County of San Francisco

Veterans Building
401 Van Ness Avenue, Room 308
San Francisco, CA 94102-4532

Tails Ordinance

File Number: 981504

Date Passed:

Ordinance amending Administrative Code by repealing Section 1.33, amending Section 19A.23 and adding Sections 19A.37, 19A.38, 19A.39, and 19A.40 to authorize the Director of Health to enter into agreements that contain an indemnification provision with University of California, UCSF/Stanford Health Care, Alameda County, San Mateo County, and San Francisco Unified School District.

October 19, 1998 Board of Supervisors — PASSED ON FIRST READING

Ayes: 10 - Ammiano, Bierman, Brown, Katz, Kaufman, Leno, Medina, Teng,
Yaki, Yee

Absent: 1 - Newsom

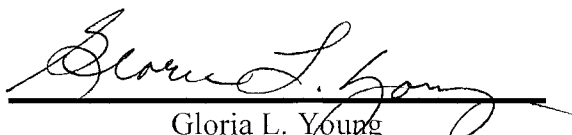
October 26, 1998 Board of Supervisors — FINALLY PASSED

Ayes: 10 - Ammiano, Bierman, Brown, Kaufman, Leno, Medina, Newsom, Teng,
Yaki, Yee

Absent: 1 - Katz

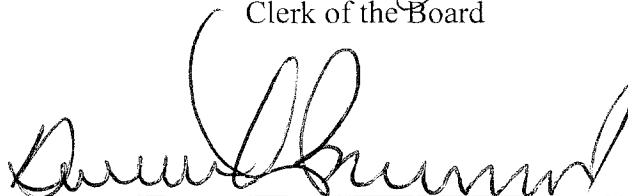
File No. 981504

I hereby certify that the foregoing Ordinance
was **FINALLY PASSED** on October 26, 1998
by the Board of Supervisors of the City and
County of San Francisco.


Gloria L. Young
Clerk of the Board

NOV - 6 1998

Date Approved


Mayor Willie L. Brown Jr.