

BOARD of SUPERVISORS



City Hall
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MEMORANDUM

LAND USE AND ECONOMIC DEVELOPMENT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Eric Mar, Chair
Land Use and Economic Development Committee

FROM: Alisa Miller, Committee Clerk

DATE: January 31, 2012

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, January 31, 2012

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, January 31, 2012. This item was acted upon at the Committee Meeting on January 30, 2012, at 1:00 p.m., by the votes indicated.

Item No. 29 File No. 111078

Ordinance: 1) amending the San Francisco Planning Code Section 249.42 to allow outpatient medical care clinics; 2) amending the San Francisco Planning Code Zoning Map Sheet 8 SU to add parcels in Assessor's Block No. 5211, Lot Nos. 29 through 54 to the India Basin Special Use District, and remove the parcel in Assessor's Block No. 5211, Lot No. 28 from the Design and Development Special Use District and add it to the India Basin Special Use District; and 3) making environmental findings and findings of consistency with general plan.

AMENDED
RECOMMENDED AS AMENDED AS A COMMITTEE REPORT

Vote: Supervisor Eric Mar - Aye
Supervisor Malia Cohen - Aye
Supervisor Scott Wiener - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Rick Caldeira, Deputy Legislative Clerk
Cheryl Adams, Deputy City Attorney

File No. 111078

Committee Item No. 3

Board Item No. 29

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date January 30, 2012

Board of Supervisors Meeting Date January 31, 2012

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance |
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| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Commission Resolution No. 18513</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Environmental Review Determination, dtd 12/7/11</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Hearing Notice</u> |
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Completed by: Alisa Miller Date January 27, 2012

Completed by: Alisa Miller Date January 31, 2012

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

1 [Planning Code and Zoning Map Amendments - India Basin Industrial Park]

2
3 **Ordinance: 1) amending the San Francisco Planning Code Section 249.42 to allow**
4 **outpatient medical care clinics; 2) amending the San Francisco Planning Code Zoning**
5 **Map Sheet 8 SU to add parcels in Assessor's Block No. 5211, Lot Nos. 29 through 54 to**
6 **the India Basin Special Use District, and remove the parcel in Assessor's Block No.**
7 **5211, Lot No. 28 from the Design and Development Special Use District and add it to**
8 **the India Basin Special Use District; and 3) making environmental findings and findings**
9 **of consistency with general plan.**

10 NOTE: Additions are single-underline italics Times New Roman;
11 deletions are ~~strike-through italics Times New Roman~~.
12 Board amendment additions are double-underlined;
13 Board amendment deletions are ~~strikethrough-normal~~.

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

14 Section 1. Findings.

15 (a) The Planning Department has determined that the actions contemplated in this
16 ordinance are in compliance with the California Environmental Quality Act (California Public
17 Resources Code Section 21000 et seq.). Said determination is on file with the Clerk of the
18 Board of Supervisors in File No. 111078 and is incorporated herein by reference.

19 (b) Pursuant to Planning Code Section 302, the Board of Supervisors finds that this
20 ordinance will serve the public necessity, convenience and welfare for the reasons specified in
21 this legislation and in Planning Commission Resolution No. 18513, which is incorporated
22 herein by reference as though fully set forth. A copy of said Resolution is on file with the
23 Clerk of the Board in File No. 111078.

24 (c) This Board finds that these Planning Code amendments are consistent with the
25 General Plan and the Priority Policies of Section 101.1(b) of the Planning Code for the

1 reasons set forth in said Planning Commission Resolution No. 18513, and the Board hereby
2 incorporates such reasons into this ordinance by this reference.

3 Section 2. The San Francisco Planning Code is hereby amended by amending Section
4 249.42 to read as follows:

5 SEC. 249.42. INDIA BASIN INDUSTRIAL PARK SPECIAL USE DISTRICT

6 In order to provide continued enhancement and protection of certain retail, office, and
7 social service uses in the India Basin Industrial Park area, and to generally retain setback
8 requirements previously required under the India Basin Industrial Park Redevelopment Plan,
9 there shall be an India Basin Industrial Park Special Use District, the boundaries of which are
10 shown on Sectional Map 8SU and 10SU of the Zoning Map. The following provisions shall
11 apply within this Special Use District:

12 (a) Parcels in close proximity to Third Street. Parcels numbers 5203/035, 5203/043,
13 5203/083, 5203/084, 5211/028-054, 5235/012, 5235/015, 5242/001, 5242/002, 5242/007 and
14 5242/031, are subject to the provisions of the PDR-2 District except as provided below:

15 1. Office Uses. Office uses within the meaning of Section 219 shall not be subject
16 to the use size limits for office uses in the PDR-2 District set forth in Section 219 and the non-
17 residential use size limits in the PDR-2 District set forth in Section 121.8, however, a new or
18 expanded office use is not permitted if the total amount of office use on one of the parcels
19 designated above would exceed 50,000 gross square feet.

20 2. Retail uses. Retail uses within the meaning of Section 218 shall not be subject
21 to the use size limits for retail uses in the PDR-2 District set forth in Section 218 and the non-
22 residential use size limits for the PDR-2 District set forth in Section 121.8, however, any
23 individual new or expanded retail use that contains a gross floor area greater than 5,999
24 square feet shall require Conditional Use authorization pursuant to Section 303 and must
25 comply with the criteria of Sections 121.2(a)(1) through (3).

1 3. Institutional uses. Social service facilities within the meaning of Section 217(d)
2 shall not be subject to the use-size limit for the PDR-2 District set forth in Section 217(d).
3 Child-care facilities within the meaning of Section 217(e) shall be principally permitted. *Clinics*
4 *primarily providing outpatient care in medical, psychiatric or other healing arts shall be principally*
5 *permitted if the gross floor area of such facility is less than 15,0007,000 square feet. Such clinics may*
6 *be affiliated with a medical institution, which institution has met the applicable provisions of Section*
7 *304.5 of this Code concerning institutional master plans. Clinics primarily providing outpatient care*
8 *in medical, psychiatric or other healing art with a gross floor area equal to or greater than*
9 *15,0007,000 square feet, whether or not affiliated with a medical institution, which institution has met*
10 *the applicable provisions of Section 304.5 of this Code concerning institutional master plans, shall*
11 *require conditional use authorization pursuant to Section 303.*

12 4. Off-Street Parking. The minimum off-street parking requirements set forth in
13 Section 151 shall not apply. However, for the purpose of determining the maximum amount of
14 parking allowed as an accessory use under Section 204.5, the amount of parking required by
15 this Code shall be the amount set forth in Section 151.

16 (b) Front setbacks. All parcels within this Special Use District shall provide
17 landscaped front setbacks at depths and along frontages identified in this Subsection. The
18 intent is to maintain and reinforce existing landscaped front setbacks, including the
19 landscaped berms, India Basin Industrial Park signs, and tree hedges. Such setbacks shall be
20 completely and appropriately landscaped and shall remain unpaved and devoted to plant
21 material, excepting reasonable space necessary for ingress and egress to properties. Except
22 as set forth in this Subsection for corner properties, only those permitted obstructions
23 identified in Section 132(f) shall be permitted within such front setback. Corner properties with
24 frontage along more than one street identified below shall provide the required setback along
25 all applicable frontages with two exceptions: (1) the required setback along each frontage may

1 be reduced to the depth of the front setback of an existing building on an adjacent lot along
 2 the same frontage, provided that the adjacent building occupies at least half of the width of the
 3 adjacent lot, and (2) building elements may extend into portions of the required setback,
 4 resulting in an irregular setback, provided that the total area of the resulting setback along
 5 each frontage is at least equal to the total area of the setback that would otherwise be
 6 required. The required front setbacks are as follows:

- 7 1. Third Street, east side, north of Burke Avenue, 10 feet.
- 8 2. Third Street, east side, south of Burke Avenue, 15 feet.
- 9 3. Evans Avenue, north side, 15 feet.
- 10 4. Evans Avenue, south side between Third Street and Mendell Street, 15 feet.
- 11 5. Cargo Way, south side, 15 feet.

12 Section 3. The San Francisco Planning Code is hereby amended by amending Zoning
 13 Map Sheet SU 8 as follows:

Assessor Block Lot Parcel Number	Use District Hereby Approved
5211029	India Basin Industrial Park Special Use District
5211030	India Basin Industrial Park Special Use District
5211031	India Basin Industrial Park Special Use District
5211032	India Basin Industrial Park Special Use District
5211033	India Basin Industrial Park Special Use District
5211034	India Basin Industrial Park Special Use District
5211035	India Basin Industrial Park Special Use District
5211036	India Basin Industrial Park Special Use District
5211037	India Basin Industrial Park Special Use District

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Assessor Block Lot Parcel Number	Use District Hereby Approved
5211038	India Basin Industrial Park Special Use District
5211039	India Basin Industrial Park Special Use District
5211040	India Basin Industrial Park Special Use District
5211041	India Basin Industrial Park Special Use District
5211042	India Basin Industrial Park Special Use District
5211043	India Basin Industrial Park Special Use District
5211044	India Basin Industrial Park Special Use District
5211045	India Basin Industrial Park Special Use District
5211046	India Basin Industrial Park Special Use District
5211047	India Basin Industrial Park Special Use District
5211048	India Basin Industrial Park Special Use District
5211049	India Basin Industrial Park Special Use District
5211050	India Basin Industrial Park Special Use District
5211051	India Basin Industrial Park Special Use District
5211052	India Basin Industrial Park Special Use District
5211053	India Basin Industrial Park Special Use District
5211054	India Basin Industrial Park Special Use District

1 Section 4. The San Francisco Planning Code is hereby amended by amending Zoning
2 Map Sheet SU 8 as follows:

3

Assessor Block Lot Parcel Number	Use District to be Superseded	Use District Hereby Approved
52011028	Design Development Special Use District	India Basin Industrial Park Special Use District


8 Section 5. Effective Date. This ordinance shall become effective 30 days from the
9 date of passage.

10 Section 6. This section is uncodified.

11 In enacting this Ordinance, the Board intends to amend only those words, phrases,
12 paragraphs, subsections, sections, articles, numbers, punctuation, charts, diagrams or any
13 other constituent part of the Planning Code that are explicitly shown in this legislation as
14 additions, deletions, Board amendment additions, and Board amendment deletions in
15 accordance with the "Note" that appears under the official title of the legislation. This
16 Ordinance shall not be construed to effectuate any unintended amendments. Any additions or
17 deletions not explicitly shown as described above, omissions, or other technical and non-
18 substantive differences between this Ordinance and the Planning Code that are contained in
19 this legislation are purely accidental and shall not effectuate an amendment to the Planning
20 Code. The Board hereby authorizes the City Attorney, in consultation with the Clerk and other
21 affected City departments, to make those necessary adjustments to the published Planning
22
23
24
25

1 Code, including non-substantive changes such as renumbering or relettering, to ensure
2 that the published version of the Planning Code is consistent with the laws that this Board
3 enacts.

4 APPROVED AS TO FORM:
5 DENNIS J. HERRERA, City Attorney

6 By: 
7 Elaine C. Warren
8 Deputy City Attorney

REVISED LEGISLATIVE DIGEST

(01/30/2012, Amended in Committee)

[Planning Code and Zoning Map Amendments - India Basin Industrial Park]

Ordinance: 1) amending the San Francisco Planning Code Section 249.42 to allow outpatient medical care clinics; 2) amending the San Francisco Planning Code Zoning Map Sheet 8 SU to add parcels in Assessor's Block No. 5211, Lot Nos. 29 through 54 to the India Basin Special Use District, and remove the parcel in Assessor's Block No. 5211, Lot No. 28 from the Design and Development Special Use District and add it to the India Basin Special Use District; and 3) making environmental findings and findings of consistency with general plan.

Existing Law

The India Basin Industrial Park Special Use District (IBIP SUD) was established to enhance and protect certain retail, office and social services uses in the India Basin Industrial Park area, part of a former redevelopment plan area. The IBIP SUD provides that certain parcels in close proximity to Third Street, are subject to PDR-2 District zoning controls except for certain special controls that apply to office, retail institutional and off-street parking controls. In the case of institutional uses pertaining to health care clinics, the IBIP SUD contains no special provisions and thus the underlying PDR-2 zoning controls apply. In the PDR-2 zoning district, health care clinics as defined in Planning Code Section 217(d) that are affiliated with medical institutions that have met the applicable institutional master plan requirements of Planning Code Section 304.5 are not permitted. Under Planning Code Section 217(e), health care clinics not affiliated with medical institutions as defined in Planning Code Section 217(d), are permitted in the PDR-2 zoning district if under 5,000 square feet.

Amendments to Current Law and Amendment of Whole

Under both the ordinance as introduced and the amendment of the whole the ordinance would remove the parcel in block 5211, lot 028 from the Design Development Special Use District and add parcels in block 5211, lots 028 through 054 to the IBIP SUD. This area is generally bounded by Third Street, Cargo Way, Quint Street and Custer Avenue.

The ordinance as introduced proposed to amend the IBIP SUD controls to authorize outpatient health care clinics to be a principally permitted use if the gross floor area was less than 15,000 square feet. The amendment of the whole authorizes outpatient health care clinics to be a principally permitted use if the gross floor area is less than 7,000 square feet.

Under both the ordinance as introduced and the amendment of the whole such uses may be affiliated with a medical institution that has met the applicable institutional master plan requirements of Planning Code Section 304.5. In the ordinance as introduced, outpatient

FILE NO. 111078

health care clinics of 15,000 square feet or greater, whether or not affiliated with a medical institution would require a conditional use permit. Under the amendment of the whole, outpatient health care clinics of 7,000 square feet or greater would require a conditional use permit.

Background Information

The legislation would allow a child abuse prevention center and center for youth wellness in the IBIP SUD.



SAN FRANCISCO PLANNING DEPARTMENT

December 21, 2011

Ms. Angela Calvillo, Clerk
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

**Re: Transmittal of Planning Department Case Number 2011.1209TZ:
India Basin Industrial Park Special Use District (SUD) Amendments**

**BOS File No: 111078
Planning Commission Recommendation: Approval**

Dear Ms. Calvillo,

On December 15, 2011 the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinance. The proposed Ordinance was introduced by Supervisor Cohen on October 4, 2011 under BOS File No. 111078.

The proposed Ordinances would amend the Planning Code as follows:

1. **Planning Code Zoning Map Amendment:** rezone 3450 Third Street (Assessor's Block 5211 / Lots 028-054), which include approximately 27 commercial condominiums located at the portion northern portion of lot 5211 bounded by Quint Street, Arthur Avenue, and Third Street, to be within the India Basin Industrial Park SUD.
2. **Planning Code Text Amendment:** amend the India Basin Industrial Park Special Use District by allowing medical clinic uses under 15,000 square feet as a principle use, and allowing such uses 15,000 square feet and above through conditional use authorization.

The proposed Amendments were found to be exempt from CEQA review under General Rule Exclusion (State CEQA Guidelines, Section 15061(b)(3)).

At the December 15 hearing, the Commission voted to recommend **approval** of the proposed Ordinances. Please find attached documents relating to the Commission's action.

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

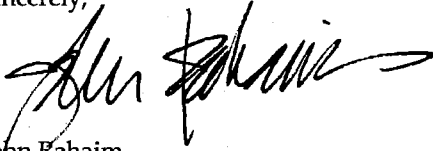
Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

If you have any questions or require further information please do not hesitate to contact me.

Sincerely,



John Rahaim
Director of Planning

cc:

Supervisor Cohen
Supervisor Wiener
Supervisor Mar

Attachments (one copy of the following):

Planning Commission Resolution No. 18513
Planning Commission Executive Summary for Case No. 2011.1209TZ
Exhibit Maps and Aerial Photos
Copy of Draft Ordinance

I:\Citywide\Community Planning\Southeast BVHP\BVHP General\Work Products in progress\IBIP Amendment 2011\IBIP Amendment - BOS
transmittal.doc



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No. 18513

HEARING DATE DECEMBER 15, 2011

Date: December 8, 2011
Case No.: 2011.1209TZ
Project Address: 3450 Third Street (Northern portion of the block bounded by Third Street on its east, Arthur Avenue on its north, and Quint Street on its west; and the India Basin Industrial Park Special Use District
Zoning: PDR-2 (Heavy Production, Distribution and Repair)
65-J Height and Bulk
Design and Development SUD
India Basin Industrial Park SUD
Bayview Hunters Point Redevelopment Project Area
Block/Lot: 5211/028-054
Project Sponsor: Supervisor Cohen
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

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Suite 400
San Francisco,
CA 94103-2479

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RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A PROPOSED ORDINANCE TO AMEND THE PLANNING CODE BY AMENDING PLANNING CODE SECTION 249.42 TO ALLOW OUTPATIENT MEDICAL CARE CLINICS UNDER 15,000 AS PRINCIPALLY PERMITTED USES, AND OUTPATIENT MEDICAL CARE CLINICS 15,000 AND GREATER THROUGH CONDITIONAL USE AUTHORIZATION WITHIN THE INDIA BASIN INDUSTRIAL PARK SPECIAL USE DISTRICT AND TO AMEND PLANNING CODE ZONING MAP SHEET 8 SU TO ADD PARCELS IN BLOCK 5211, LOTS 29 THROUGH 54 TO THE INDIA BASIN SPECIAL USE DISTRICT AND REMOVE THE PARCEL IN BLOCK 5211, LOT 28 FROM THE DESIGN AND DEVELOPMENT SPECIAL USE DISTRICT AND ADD IT TO THE INDIA BASIN SPECIAL USE DISTRICT AND TO MAKE AND ADOPT ENVIRONMENTAL FINDINGS AND FINDINGS OF CONSISTENCY WITH THE PRIORITY POLICIES OF PLANNING CODE SECTION 101.1 AND THE GENERAL PLAN.

WHEREAS, on October 4, 2011, Supervisor Cohen introduced an Ordinance under Board of Supervisors (hereinafter "Board") File Number 111078 for a map amendment and text change, which would (1) include parcel Assessor Block 5211, Lots 028-054 within the India Basin Industrial Park Special Use District (SUD) (Planning Code Zoning Map 8 SU); and (2) allow outpatient medical care clinics that less than 15,000 square feet as principally permitted uses, and allow such uses 15,000 or greater through Conditional Use authorization within the India Basin Industrial Park SUD.

The Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinance for Application No. 2011.1209TZ on December 15, 2011; and,

The Commission adopted the resolution on December 15, 2011, to approve the text change and map amendment; and,

An exemption from Environmental Review under the General Rule Exclusion found in the State CEQA Guidelines Section 15061 (b)(3) was issued for the Project on December 7, 2011; and

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented by Department staff and other interested parties; and

The Project Site to be rezoned consists of several commercial condominium lots on a base parcel at 3450 Third Street consisting of the northern portion of Assessor's Block 5211 bounded to its east by Third Street, to its north by Arthur Avenue, and to its east by Quint Street. All parcels were intended to be included within the Design and Development SUD when the area was rezoned from M-2 to PDR-2 in 2008. The Design and Development SUD is intended to allow limited office uses. Because of a technical error, only one of the condominium lots (Lot 028) was included leaving out the rest. Without this legislation, it was staff's intention to correct this error. This legislation would include all lots within the Industrial Basin Industrial Park SUD, no longer requiring the correction as the objectives of the Design and Development SUD and the India Basin Industrial Park SUD are similar.

The proposed map change and text amendment has been found to be consistent with the following relevant Objectives and Policies of the General Plan:

BAYVIEW HUNTERS POINT AREA PLAN

OBJECTIVE 1 STIMULATE BUSINESS, EMPLOYMENT, AND HOUSING GROWTH WITHIN THE EXISTING GENERAL LAND USE PATTERN BY RESOLVING CONFLICTS BETWEEN ADJACENT INDUSTRIAL AND RESIDENTIAL AREAS.

Policy 1.5 Encourage a wider variety of light industrial uses throughout the Bayview by maintaining the newly established Production, Distribution and Repair zoning, by more efficient use of industrial space, and by more attractive building design.

The proposed rezoning including parcels at the subject site within the India Basin Industrial Park SUD will be in keeping with the general character of the area, allowing and encouraging the continuation of PDR activities allowed by the underlying district, while also beginning to allow other community-oriented uses appropriate for parcels facing Third Street.

OBJECTIVE 2 IMPROVE USE OF LAND ON THIRD STREET BY CREATING COMPACT COMMERCIAL AREAS, ESTABLISHING NODES FOR COMPLEMENTARY USES, AND RESTRICTING UNHEALTHY USES.

Policy 2.1 Improve the physical and social character of Third Street to make it a more livable environment.

Policy 7.2 Encourage complementary development adjacent to the Third Street core commercial area.

By placing the subject parcel within the India Basin Industrial Park SUD, a wider variety of uses will be allowed including smaller scale retail, community-uses, childcare, and with the proposed text amendment, health care

facilities. These community-related uses are appropriate for uses facing Third Street, Bayview Hunters Point "Main Street".

OBJECTIVE 8 STRENGTHEN THE ROLE OF BAYVIEW'S INDUSTRIAL SECTOR IN THE ECONOMY OF THE DISTRICT, THE CITY, AND THE REGION.

Policy 8.1 Maintain industrial zones for production, distribution, and repair activities in the Northern Gateway, South Basin, Oakinba, and India Basin Industrial Park subdistricts.

The subject area will continue to be zoned PDR-2, its underlying Use District, which allows and encourages production, distribution and repair activities.

OBJECTIVE 14 ASSURE ADEQUATE NUMBERS, TYPES, AND LOCATIONS, OF COMMUNITY FACILITEIS AND SERVICES TO MEET THE NEEDS OF THE LOCAL COMMUNITY.

Policy 15.1 Increase funding for and achieve closer coordination between health, social, and educational programs, particularly those relating to drug abuse and teenage pregnancies.

OBJECTIVE 16 PROVIDE ADEQUATE, EFFICIENT AND PROPERLY LOCATED POLICE, FIRE, AND HEALTH SERVICES.

Policy 16.3 Support improved health services that are more relevant to social-oriented health problems in Bayview Hunters Point, and promote the expansion of the Southeast Health Center.

The subject rezoning proposal would allow multifaceted social service / healthcare services within the subject parcels and the portions of the India Basin Industrial Park SUD that faces Third Street, a location convenient to public transit.

COMMERCE AND INDUSTRY ELEMENT

OBJECTIVE 1 MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

Policy 1.3 Locate commercial and industrial activities according to a generalized commercial and industrial land use plan.

Policy 4.11 Maintain an adequate supply of space appropriate to the needs of incubator industries.

OBJECTIVE 4 IMPORVE THE VIABILITY OF EXISTING INDUSTRY IN THE CITY AND THE ATTRACTIVENESS OF THE CITY AS A LOCATION FOR NEW INDUSTRY.

Policy 4.5 Control encroachment of incompatible land uses on viable industrial activity.

The subject rezoning could possibly lead to some replacement of PDR uses with uses permitted within the India Basin Industrial Park SUD, but the amount of possible displacement would be relatively minor. More competitive uses, such as residential would continue to be disallowed. Also, by opening up possible uses, a wider variety of job-creating incubator uses would be possible, as well community-related uses appropriate for spaces facing Third Street.

COMMUNITY FACILITIES

OBJECTIVE 3 ASSURE THAT NEIGHBORHOOD RESIDENTS HAVE ACCESS TO NEEDED SERVICES AND A FOCUS FOR NEIGHBORHOOD ACTIVITIES.

Policy 3.7 Program the centers to fill gaps in needed services, and provide adequate facilities for ill-housed existing services.

OBJECTIVE 4 PROVIDE NEIGHBORHOOD CENTERS THAT ARE RESPONSIVE TO THE COMMUNITY SERVED.

OBJECTIVE 9 ASSURE THAT INSTITUTIONAL USES ARE LOCATED IN A MANNER THAT WILL ENHANCE THEIR EFFICIENT AND EFFECTIVE USE.

The subject rezoning proposal would allow multifaceted social service / healthcare services within the subject parcels and the portions of the India Basin Industrial Park SUD that faces Third Street, a location convenient to public transit.

The proposed amendments to the Planning Code are consistent with the eight Priority Policies set forth in Section 101.1(b) of the Planning Code in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

The proposed rezoning would not effect existing neighborhood-serving retail but would create additional opportunities for neighborhood-serving retail along Third Street, Bayview Hunters Point's "Main Street".

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

The proposal would not effect existing housing.

3. That the City's supply of affordable housing be preserved and enhanced;

The proposal would not effect existing housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

The proposed rezoning in of itself would not significantly impact traffic. No additional parking would be required. Although the proposed amendments could result in additional density, the Subject Property is located on Third Street, which is a major transit corridor.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

The proposed rezoning would allow more uses than currently allowed. While it is possible that some replacement of PDR uses could occur, the replacement would be minor, as it would only effect one map parcel. The subject parcels would continue to have PDR-2 as its base zoning.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

Any potential development on the Subject Property must meet current Building Code requirements. The proposed amendments will not alter any such requirements.

7. That the landmarks and historic buildings be preserved;

The proposed amendment would not impact any historic buildings. Demolition of the existing structure would require review under CEQA for impacts to potential historic resources.

8. That our parks and open space and their access to sunlight and vistas be protected from development;

The subject rezoning would not effect parks and open space. Any subsequent construction activity would continue to be subject to analysis under Planning Code section 295.

NOW THEREFORE BE IT RESOLVED that the Commission hereby recommends that the Board APPROVE the proposed Ordinance as described in this Resolution No. 18513 to amend Planning Code Zoning Map 8 SU and to amend Planning Code Section 249.42.

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on December 15, 2011.

Linda D. Avery
Commission Secretary

AYES: Commissioners Olague, Antonini, Borden, Fong, Miguel, Moore, Sugaya,

NOES:

ABSENT:

ADOPTED: December 15, 2011



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary Planning Code and Zoning Map Amendments HEARING DATE: DECEMBER 15, 2011

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Suite 400
San Francisco,
CA 94103-2479

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Planning
Information:
415.558.6377

Date: December 8, 2011
Case No.: **2011.1209TZ**
Project Address: 3450 Third Street (Northern portion of the block bounded by Third Street on its east, Arthur Avenue on its north, and Quint Street on its west; and the India Basin Industrial Park Special Use District
Zoning: PDR-2 (Heavy Production, Distribution and Repair)
65-J Height and Bulk
Design and Development SUD
India Basin Industrial Park SUD
Bayview Hunters Point Redevelopment Project Area
Block/Lot: 5211/028-054
Project Sponsor: Supervisor Cohen
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

Recommendation: **Approval**

PROJECT DESCRIPTION

The proposed Ordinance would (1) amend the India Basin Industrial Park Special Use District by allowing medical clinic uses under 15,000 square feet as a principle use, and allowing such uses 15,000 square feet and above through conditional use authorization; and (2) rezone 3450 Third Street (approximately 27 commercial condominiums located at the portion northern portion of lot 5211 (bounded by Quint Street, Arthur Avenue, and Third Street) to be within the India Basin Industrial Park SUD.

SITE DESCRIPTION AND PRESENT USE

The Subject Property to be rezoned is located at 3450 Third Street (AKA 101-111 Quint Street), Lots 028-54 of Block 5211. These lots are commercial condominium lots improved within five buildings on a ground lot that is roughly 100,000 square feet. The front two buildings facing Third Street are comprised of office tenant spaces. The rear buildings are comprised of warehouse and workshop spaces featuring roll up garage doors facing either an interior parking lot or Quint Street. A wide variety of commercial tenants occupy the compound including contractors office, warehouse, woodworking shops, printing operations, and distribution activities.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The subject site is at the northern end of the Bayview Hunters Point neighborhood just south of Islais Creek. It is within the Northern Gateway Activity Node as identified in the Bayview Hunters Point

Redevelopment Plan. The site is zoned PDR-2 with a portion of it within the Design and Development SUD (see below for further discussion). Lots further south along Third Street on the same side of the street (west) are also zoned PDR-2, are within the Design and Development SUD, and the Bayview Hunters Point Redevelopment Project Area. They are characterized by large warehouse structures and distribution facilities. The lot immediately across Third Street is currently vacant with a proposal to develop an office building pending. Further south on Third Street on the east side are commercial PDR and office structures, and *Bayview Plaza*, a retail center. The lots on the east side of Third Street are within the India Basin Industrial Park SUD, which allows limited office uses, limited retail, and other community serving uses for those parcels facing Third Street.

BACKGROUND: THE DESIGN AND DEVELOPMENT SUD AND THE INDIA BASIN INDUSTRIAL PARK SUD

The northern portion of the Bayview Hunters Point neighborhood is largely zoned PDR-2. The portions that face Third Street, however, are also within either the Design and Development SUD (on the west side) or the India Basin Industrial Park SUD (on the east side). The Design and Development SUD was created in 2008 when most of the lots within M-2 Districts were rezoned to PDR-2. The purpose of the Design and Development SUD at this location was to also allow limited office uses along Third Street, where the PDR-2 designation would no longer allow it. The India Basin Industrial Park SUD was created in 2009 when the India Basin Industrial Park Redevelopment Plan lapsed. The intention of the India Basin SUD was to allow uses already in existence in the Industrial Park that would not otherwise be allowed in the PDR-2 zoning, such as limited retail, office, and social service uses. In addition to accommodating these existing uses, staff concluded that the retail, office, and social service uses were appropriate for their location along Third Street.

The parcel(s) to be rezoned are partially within the Design and Development SUD. All parcels were intended to be included within the Design and Development SUD; because of a technical error, only one of the condominium lots (Lot 028) was included leaving out the rest. Without this legislation, it was staff's intention to correct this error. However, staff believes that including the subject parcels in the India Basin Industrial Park SUD would accomplish the similar goal as including them within the Design and Development SUD. Staff believes that allowing additional uses such limited retail, community and medical services are appropriate for 3450 Third Street as well because the character of the subject lot is similar to those within the existing India Basin Industrial Park SUD.

PROPOSED USE

There is a proposal for Center for Youth Wellness and San Francisco Child Abuse Prevention Center to occupy two condominiums in one of the front buildings, equaling roughly 22,000 square feet. No formal applications have been submitted to the Planning Department at this time. The two related organizations would include multiple uses related to the well being of Bayview youth. The organizations would incorporate health clinic, medical health and social services, along with child abuse preventative services. The existing zoning would not allow the use as currently proposed because the underlying PDR-2 District (and Design and Development SUD) do not allow social services greater than 5,000 or medical uses greater than 5,000 square feet.

ENVIRONMENTAL REVIEW

The Project was determined on [date] to exempt from Environmental Review under the General Rule Exclusion [Section 15061(b)(3) of the CEQA Guidelines].

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	November 23, 2011	November 23, 2011	20 days
Posted Notice	[not required]	[not required]	[not required]	[not required]
Mailed Notice	10 days	December 5, 2011	December 5, 2011	10 days

PUBLIC COMMENT

Planning staff received several calls regarding this project. In general the calls were inquisitive in nature and neither registered definitive support or opposition.

ISSUES AND OTHER CONSIDERATIONS

- Staff believes that the proposed amendments are minor. By placing the subject parcels within the India Basin Industrial Park SUD rather than the Design Development SUD similar objectives are met to continue allowing and encouraging PDR uses, while at the same time, allow more community-related uses along Third Street. Attached is a comparison chart of how the land use controls that would change due to the legislation.
- The proposal would also amend the India Basin Industrial Park by allowing medical clinics as principally permitted uses up to 15,000 where they are limited to 5,000 by the underlying PDR-2 zoning. The amendment would also allow such uses greater than 15,000 with conditional use authorization. Staff believes this amendment is keeping with the intent of the India Basin Industrial Park SUD controls to allow community serving uses along Third Street.
- While there are currently no proposed projects before the Planning Department at this time that would take advantage of this rezoning, staff is aware of a desire for Center for Youth Wellness and San Francisco Child Abuse Prevention Center to locate at 3450 Third Street. The existing zoning would not allow the use as currently proposed because the underlying PDR-2 District (and Design and Development SUD) do not allow social services greater than 5,000 or medical uses greater than 5,000 square feet. The rezoning would allow the new use.

REQUIRED COMMISSION ACTION

The Commission may approve, or approve in part, or disapprove the proposed code amendment and map change.

BASIS FOR RECOMMENDATION

- The subject proposal is consistent with the General Plan, including the Bayview Hunters Point Area Plan, and Planning Code Section 101.1 as outlined in the attached draft Commission Resolution.

- The rezoning is appropriate for the Third Street location in that it will allow a wider variety of community-related uses along Third Street while still allowing PDR uses.
- The proposed rezoning will enable the Center for Youth Wellness and Child Advocacy Center to locate at 3450 Third Street.

RECOMMENDATION:	Approval of Text and Map Changes to the Planning Code to allow medical clinics within the India Basin Industrial Park SUD and to rezone Assessor's Block and Lots 5411 /028-054 to be within the India Basin Industrial Park SUD
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Attachment Checklist

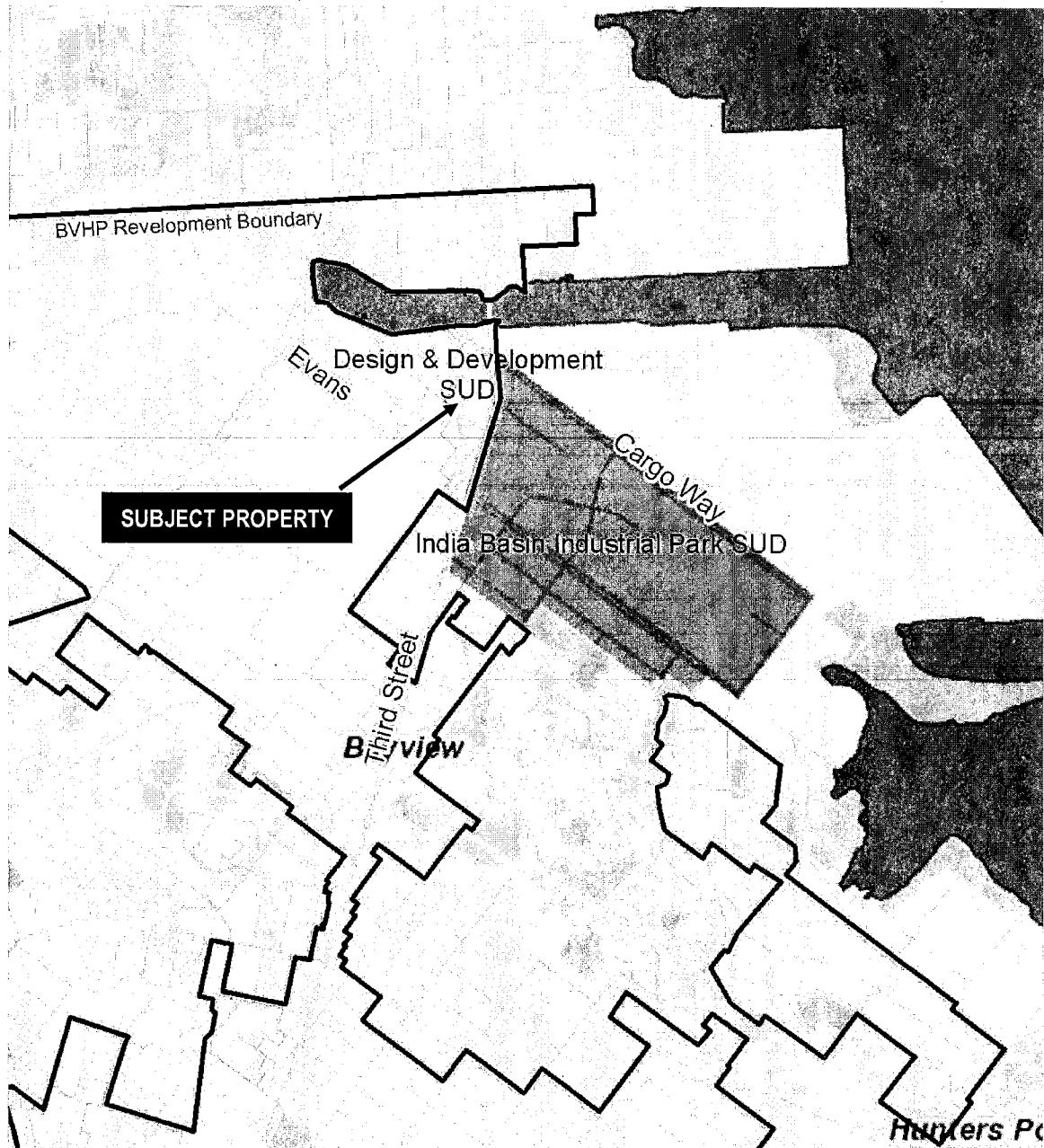
- | | |
|---|---|
| <input checked="" type="checkbox"/> Executive Summary | <input type="checkbox"/> Project sponsor submittal |
| <input checked="" type="checkbox"/> Draft Resolution | Drawings: <u>Existing Conditions</u> |
| <input checked="" type="checkbox"/> Environmental Determination | <input type="checkbox"/> Check for legibility |
| <input checked="" type="checkbox"/> Zoning District Map | Drawings: <u>Proposed Project</u> |
| <input checked="" type="checkbox"/> Height & Bulk Map | <input type="checkbox"/> Check for legibility |
| <input checked="" type="checkbox"/> Parcel Map | <input type="checkbox"/> Correspondence |
| <input checked="" type="checkbox"/> Sanborn Map | <input checked="" type="checkbox"/> Draft Legislation |
| <input checked="" type="checkbox"/> Aerial Photo | |
| <input type="checkbox"/> Context Photos | |
| <input type="checkbox"/> Site Photos | |

Exhibits above marked with an "X" are included in this packet

Planner's Initials

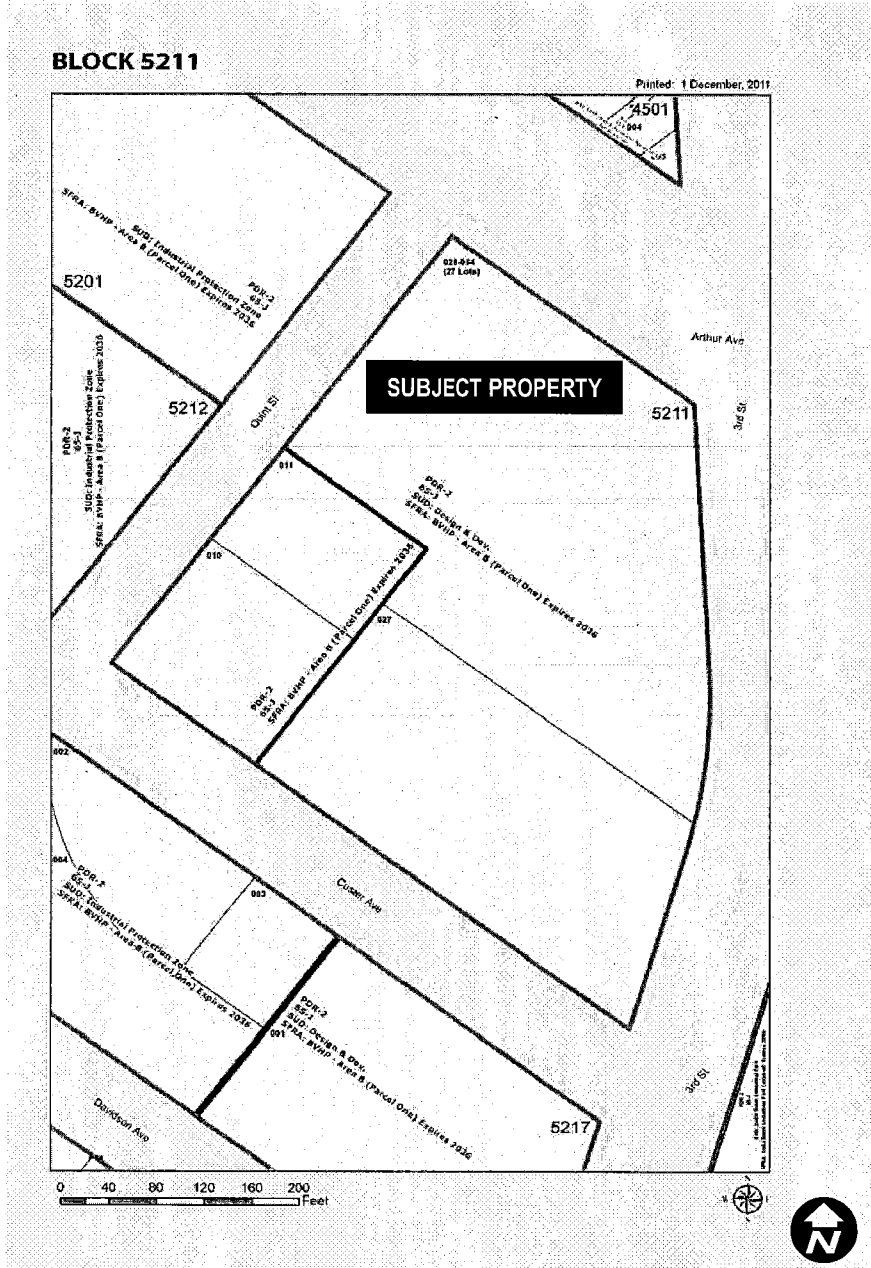
EW: G:\Documents\TEXT AND MAP AMMENDMENTS\4550 Mission Street\Executive Summary.doc

Context Map



Planning Code Text and Map Amendments
Case Number 2011.1209TZ
India Basin Industrial Park SUD

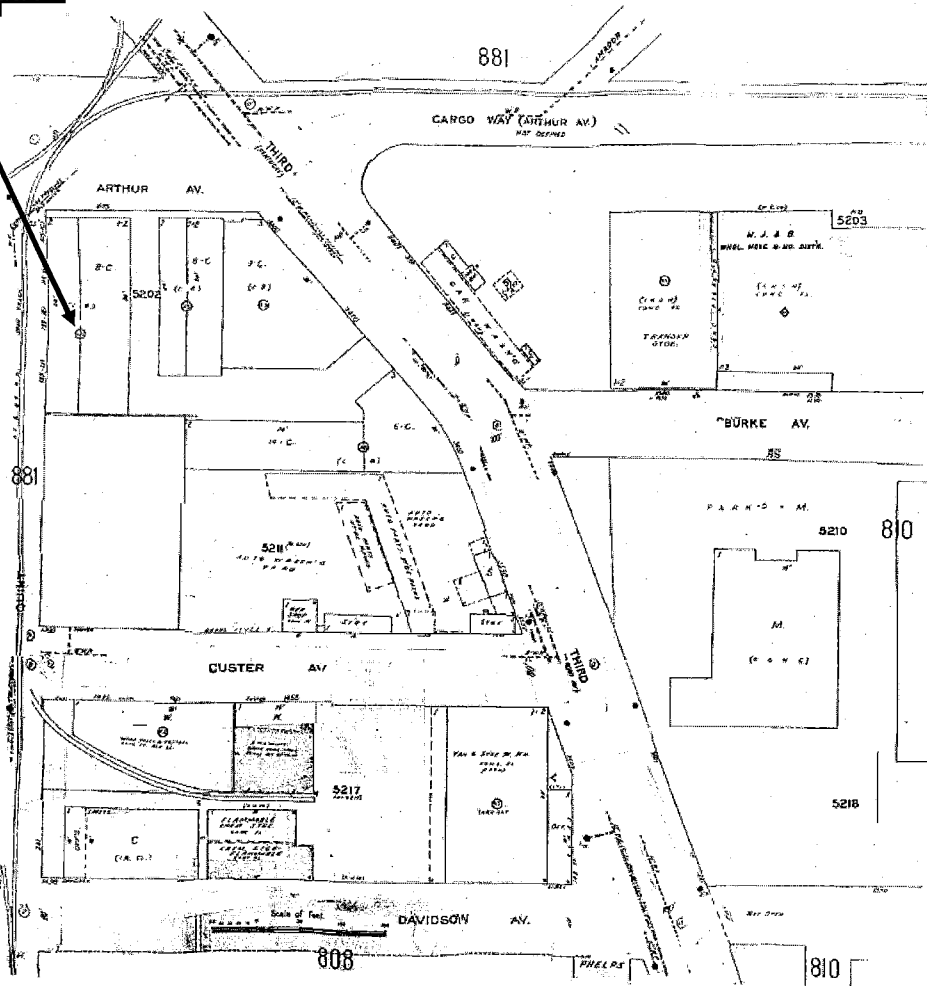
Parcel Map



Planning Code Text and Map Amendments
 Case Number 2011.1209TZ
 India Basin Industrial Park SUD

Sanborn Map

SUBJECT PROPERTY



Planning Code Text and Map Amendments
Case Number 2011.1209TZ
India Basin Industrial Park SUD

Aerial Photo



SUBJECT PROPERTY

Planning Code Text and Map Amendments
Case Number 2011.1209TZ
India Basin Industrial Park SUD

Pictometry Aerial Photo

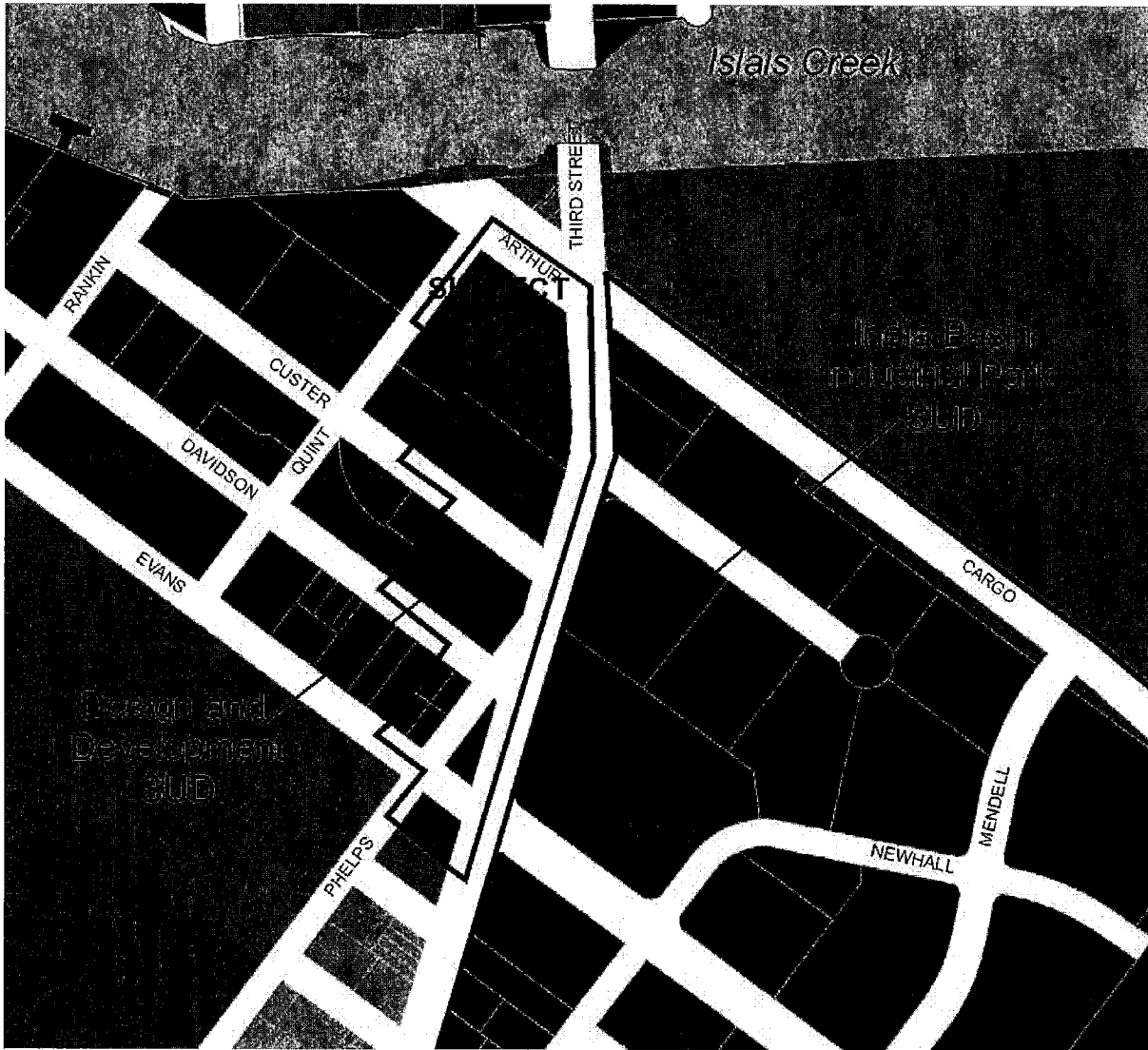


SUBJECT PROPERTY



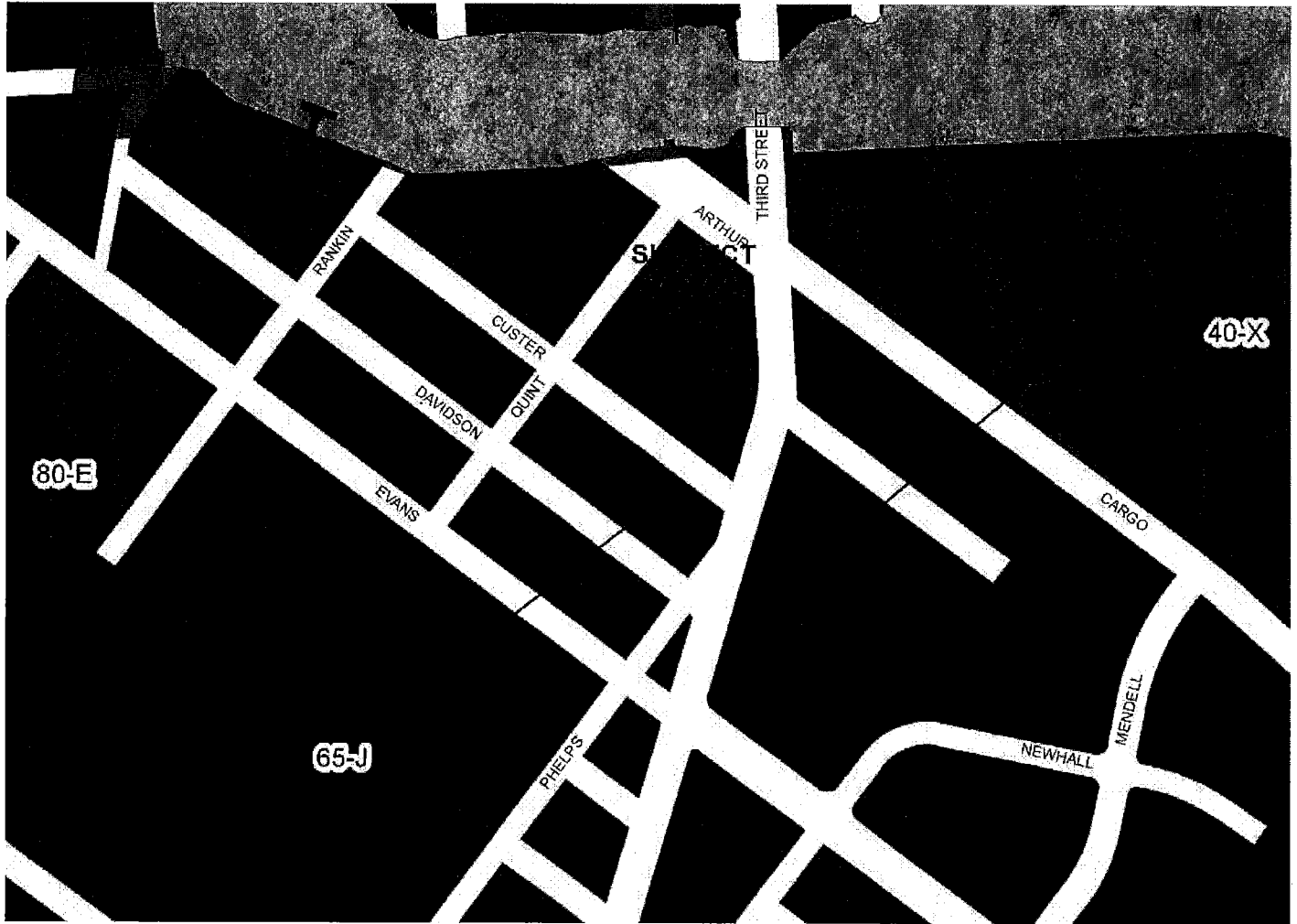
Planning Code Text and Map Amendments
Case Number 2011.1209TZ
India Basin Industrial Park SUD

Zoning



Planning Code Text and Map Amendments
Case Number 2011.1209TZ
India Basin Industrial Park SUD

Zoning – Height Districts



Planning Code Text and Map Amendments
Case Number 2011.1209TZ
India Basin Industrial Park SUD



SAN FRANCISCO PLANNING DEPARTMENT

Certificate of Determination Exemption from Environmental Review

Case No.: 2011.1209E
 Project Title: BOS 111078: India Basin Industrial Park Map Amendment
 Zoning: PDR-2 (Production, Distribution, and Repair) Use District
 40-X Height and Bulk District
 Block/Lot: 5211/028-054
 Project Sponsor: Supervisor Malia Cohen, District 10
 Staff Contact: Chelsea Fordham- (415) 575-9071
 Chelsea.Fordham@sfgov.org

1650 Mission St.
 Suite 400
 San Francisco,
 CA 94103-2479

Reception:
 415.558.6378

Fax:
 415.558.6409

Planning
 Information:
 415.558.6377

PROJECT DESCRIPTION:

The project is a proposed ordinance (Board File No. 111078) proposed by Supervisor Cohen that would: (1) amend San Francisco Planning Code Section 249.42 (India Basin Industrial Park Special Use District) to allow outpatient medical care clinic as a principally permitted use if the gross floor area is less than 15,000 square feet (sq.ft.) and require Conditional Use authorization where such use would be 15,000 sq.ft or greater; (2) amend Zoning Map Sheet 8 to add parcels in Block No. 5211, Lot No. 28 through 54 to the India Basin Industrial Park Special Use District; and (3) remove the parcel Block 5211, Lot No. 28 through 54 from the Design and Development Special Use District.

[Continued on next page.]

EXEMPT STATUS:

General Rule Exclusion (State CEQA Guidelines, Section 15061(b)(3)).

REMARKS:

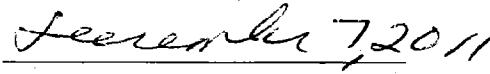
See next page.

DETERMINATION:

I do hereby certify that the above determination has been made pursuant to State and Local requirements.


 Bill Wycko

Environmental Review Officer


 Date

Date

cc: Mat Snyder, Neighborhood Planner
 Supervisor Malia Cohen, District 10

Virna Byrd, M.D.F
 Distribution List

PROJECT DESCRIPTION (continued):

The underlying zoning for the India Basin Industrial Park Special Use District and the parcels listed above would still remain PDR-2. This area is generally bound by Third Street, Cargo Way, Quint Street, and Custer Avenue in the Bayview Hunters Point neighborhood. The proposed ordinance would allow a child abuse prevention center and center for youth wellness to be located in the India Basin Industrial Park Special Use District on the subject property Block 5211, Lot No. 28 through 54. The subject property contains existing commercial buildings improved with five buildings totaling approximately 100,000 square feet. There is a proposal for the child abuse prevention center to occupy two office tenant spaces of one of the front buildings on the subject property, totaling 22,000 square feet. No formal applications have been submitted to the Planning Department for this project, and any proposal for the child abuse prevention center would require further environmental review.

REMARKS:

Land Use: The subject parcels (Block No. 5211, Lot No. 28 through 54) are in the PDR-2 (Production, Distribution, and Repair) Use District. The proposed ordinance would amend San Francisco Planning Code Section 249.42 (India Basin Industrial Park Special Use District) to allow outpatient medical care clinic as a principally permitted use if the gross floor area is less than 15,000 sq.ft. and require Conditional Use authorization where such a use would be 15,000 sq.ft or greater. The project would also add parcels in Block No. 5211, Lot Nos. 28 through 54 to the India Basin Industrial Park Special Use District; and remove the parcel Block 5211, Lot Nos. 28 through 54 from the Design and Development Special Use District. Table 1 compares the permitted uses of the India Basin Industrial Park Special Use District to the Design and Development Special Use District for the subject property.

Table 1: Permitted and Conditional Uses Permitted in the India Basin Industrial Park Special Use District Compared to the Design and Development Special Use District

Use	Subject Lot As Is generally PDR-2 + Design and Development SUD	Subject Lot As Proposed PDR-2 + India Basin Industrial Park SUD as amended
Retail	P under 2,500 for entire lot; NP above 2,500	Permitted up to 5,999 per establishment, CU 6,000 and above
Office	Permitted if meets FAR and other restrictions	Permitted with cap of 50K
Social Services	P under 5,000 per establishment; NP above 5,000	Permitted without square footage limitation
Day Care	Not Permitted	Permitted without square footage limitation
Medical,	P under 5,000 per	Permitted up to 15,000; CU above 15,000

Psychiatric, and other Healing Arts Clinic	establishment	
Parking Provision	No different than PDR-2: parking requirements / minimums apply	Parking not required. Accessory amounts determined by Sec .151.
Development Standards (i.e. height, bulk, etc.)		[no change]

The proposed ordinance would widen the permitted uses in the India Basin Industrial Park Special Use District and on the subject property. However, the underlying zoning of PDR-2 would remain. Therefore, the proposed ordinance would not result in the permanent conversion of industrial lands to other uses or result in land use conflicts. The proposed ordinance would not create a new or substantially more intensive use than what presently exists in the project vicinity, nor substantially alter the development potential or pattern in this area. Therefore, the proposed ordinance would not physically divide an established community or conflict with any land use plan, policy, or regulation, and would not have a substantial impact upon the existing character of the vicinity. For the above reasons, the proposed project would not result in a significant effect on land use.

Because the physical development of the subject property or the India Basin Industrial Park Special Use District would not change as a result of the proposed ordinance, there would be no environmental impacts from this change. The proposed child abuse prevention center would be located within an existing commercial building and would not result in any physical development. Additionally, the child abuse prevention center and any future development proposal for the subject lot would require additional environmental review.

Transportation: The proposed project would allow outpatient medical care clinics in the India Basin Special Use District; and remove the parcel Block 5211, Lot No. 28 through 54 from the Design and Development Special Use District and add it to the India Basin Industrial Park Special Use District. Table 1 compares the permitted uses for the India Basin Industrial Park Special Use District to the Design and Development Special Use District. The proposed project would result in a minimal increase of daily person and vehicle trips because the medical outpatient clinic would result in similar trip generation rates to the existing permitted uses within the PDR-2 and India Special Use District. Additionally, any proposal for development within the India Basin Industrial Park Special Use District or the subject property would be subject to environmental review. Thus, the proposed rezoning would not substantially affect the neighborhood's existing transportation and circulation conditions.

Neighborhood Concerns: A "Notification of Project Receiving Environmental Review" was mailed on November 10, 2011, to community organizations, potentially interested parties, tenants of the affected property and properties adjacent to the subject property, and those persons who

own property within 300 feet of the subject property requesting comments concerning the potential environmental effects of this project. One commenter requested further notification of the proposal. None of these comments address the environmental impacts of the proposed project.

Conclusion: CEQA State Guidelines Section 15061(b)(3) provides an exemption from environmental review where it can be seen with certainty that the proposed project would not have a significant impact on the environment. As discussed above, the project would not result in significant environmental effects. Thus, the proposed project is appropriately exempt from environmental review under the General Rule Exclusion (CEQA Guidelines Section 15061(b)(3)).

City and County of San Francisco
Mayor Edwin Lee

Department of Public Health
Barbara A. Garcia, MPA
Director of Health



January 19, 2012

City and County of San Francisco
Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

RE: Legislative File No. 111078

Dear Honorable Supervisors:

On behalf of the Department of Public Health of San Francisco, I write to express my support for the Children's Advocacy Center + Center for Youth Wellness (CAC+CYW) and its proposed location at 3450 Third Street in the Bayview.

The Department of Public Health strives to maintain and improve the health of every community member in San Francisco. We are ever focused on securing the well-being of thousands of young people and children in our community, including those who are victims of abuse, neglect, and violence in their homes and on their streets. Therefore, we are a key partner working with the CAC + CYW to provide integrated forensic, medical, mental health, and wellness services to children and families in the Bayview and across the city. The CAC + CYW will provide a full spectrum of services designed around the whole child under one roof. In a child-friendly facility, the CAC + CYW will support children's health and family, educational, emotional, behavioral, and safety needs.

The CAC + CYW will further compliment our work to expand the Southeast Health Center also on Third Street providing vital health services to children throughout San Francisco as well as in the Southeast sector of our city. With strong community support, the Southeast Health Center continues to move forward with deliberate progress. The CAC+ CYW will not threaten or preclude the progress of the Southeast Health Center nor jeopardize funding from that effort. In fact, the Department began discussions with the CAC + CYW in the fall of 2010 to ensure that its work would compliment the services to the Southeast Health Center. Now, nearly two years later, we are looking forward to the development and opening of two complementary and essential programs on Third Street to provide profound resources and support for the community. With the expansion of

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the Southeast Health Center and addition of the CAC+CYW, Third Street will be a comprehensive urban, health corridor of which the entire city can be proud.

For all of these reasons, and as a long-term supporter and advocate, I respectfully urge the Board of Supervisors to support the re-zoning of the 3450 Third Street to allow for the proposed use of the CAC+CYW. This is what San Francisco's children need and deserve.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Barbara A. Garcia', written over a circular stamp or seal.

Barbara A. Garcia, MPA
Director of Health

CITY AND COUNTY OF SAN FRANCISCO



George Gascón
District Attorney

OFFICE OF THE DISTRICT ATTORNEY

MARIANNE L. BARRETT
Assistant District Attorney

DIRECT DIAL: (415) 553-1421

E-MAIL:

MARIANNE.BARRETT@SFGOV.ORG

December 1, 2011

San Francisco Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear San Francisco Board of Supervisors:

Speaking from my experience working, as an Assistant District Attorney, I would like to write today to express my support for the Children's Advocacy Center + Center for Youth Wellness (CAC+CYW).

As the District Attorney's office prosecutes child abuse cases in San Francisco, streamlined investigations, communication, and comprehensive treatment for the victims is critical. Being able to house the investigative as well as mental health services for children exposed to violence in a single, child-friendly location is an incredible asset in providing a high quality response for child victims and their families.

The CAC and CYW are working to provide a full spectrum of services designed around the whole child under one roof. In a child-friendly facility, the CAC and CYW will support children's health and family, educational, emotional, behavioral, and safety needs. As a long-term supporter and advocate, I urge you to support the re-zoning of the 3450 3rd Street facility, to ensure we can provide vital services to San Francisco's children.

Thank you for your time and consideration.

Very truly yours,

Marianne L. Barrett
Assistant District Attorney

City and County of San Francisco



Edwin M. Lee, Mayor

Human Services Agency

Department of Human Services
Department of Aging and Adult Services

Trent Rhorer, Executive Director

December 12, 2011

Board of Supervisors
City & County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Board of Supervisors:

We write today to express our support for the Children's Advocacy Center + Center for Youth Wellness (CAC+CYW).

Leading Child Protective Services for our City, we know first hand the necessity of providing comprehensive support and advocacy services for victims of child trauma. While services for children who have experienced abuse and trauma are available, having services integrated through co location in a child friendly location will allow for additional and needed resources to be available to greater numbers of children.

The CAC and CYW are working to provide a full spectrum of services designed around the whole child under one roof. In a child-friendly facility, the CAC and CYW will support children's health and family, educational, emotional, behavioral, and safety needs. As a long-term partner, we urge you to support the re-zoning of the 3450 3rd Street facility, to ensure we can provide vital services to San Francisco's children.

Thank you for your time and consideration.

Very truly yours,

Trent Rhorer
Executive Director

Debby Jeter
Deputy Director
Family and Children Services Division

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The Mayor's Hunters Point Shipyard Citizens Advisory Committee

BV Hunters Point Shipyard Phone: 415.822.4622
P. O. Box 882403 Fax: 415.822.4840
San Francisco, CA 94188 Email: info@hpscac.com

December 4, 2011

San Francisco Planning Commission
The Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103-2414

Dear Planning Commissioners:

I write today to express my strong support for the relocation and expansion of the Bayview Child Health Center in partnership with the Center for Youth Wellness. The Bayview Child Health Center and the Center for Youth Wellness are working to provide comprehensive medical, mental health, educational advocacy and family support services to children and families in the Bayview and Hunters Point communities. As Chair of the Citizen's Advisory Committee of the Hunters Point Shipyard and a long-time advocate for children and families in San Francisco, I know firsthand the critical need for quality health and wellness services like the ones provided by these organizations.

The Bayview Child Health Center and the Center for Youth Wellness, along with its partner the Child Advocacy Center, have secured a facility on Third Street in the Bayview neighborhood and plan to create a child-friendly facility to support children's health, family, educational, emotional, behavioral, and safety needs.

I urge you to support the Bayview Child Health Center and Center for Youth Wellness to ensure vital services are provided for the children of Bayview and Hunters Point.

Please do not hesitate to contact me if you have further questions.

Sincerely,

Dr. Veronica Hunnicutt
Chair, Hunters Point Shipyard
Citizens Advisory Committee



SAN FRANCISCO CHILD ABUSE
PREVENTION CENTER

January 30, 2012

Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

RE: File No. 111078
India Basin Industrial Park, Planning Code Text and Zoning Map Amendments

Dear Honorable Members of the Board of Supervisors:

On behalf of the San Francisco Child Abuse Prevention Center, I write to respectfully request that you approve the above-referenced Planning Code text and zoning map amendment, which will allow the newly-created Center for Youth Wellness (CYW) and Children's Advocacy Center of San Francisco (CAC-SF) to locate at 3450 Third Street.

Together, the CYW and CAC-SF create an innovative and state-of-the-art approach to protecting the health and safety of our children. These programs will provide integrated and multi-disciplinary service-delivery to support the whole child under one roof, including mental health, community education, forensic investigation, and advocacy, as well as the pediatric medical care from the CPMC's Bayview Child Health Center (BCHC).

Citywide stakeholders and community leaders support this project. Supporters include Attorney General Kamala Harris, Tipping Point Community, Stanford's Early Life Stress Program, CPMC's Bayview Child Health Center, Congress for African American Organizations, Hunter's Point Shipyard Citizens Advisory Committee, members of the homeowners association at 3450 Third Street, a long-time advocate for vulnerable children Lisa Stone Pritzker, as well as the City and County of San Francisco agencies, specifically CASARC at General Hospital, the City Attorney's Office, Department of Public Health, District Attorney's Office, Human Services Agency, Police Department, and UCSF.

With this support and for nearly two years, we have conducted an extensive search for an appropriate facility to house these services in the Bayview as well as other neighborhoods. Our criteria for a suitable child-friendly location was multi-fold: (i) a property within close proximity to the current BCHC location on Evans Street, to provide a convenient access for its current patients; (ii) proximity to General Hospital accessed by Children's Advocacy Center clients and public partners, (iii) accessibility to public transportation, (iv) affordability and appropriate square footage, and, (v) appropriate zoning for our uses. After conducting this search, we determined that 3450 Third Street was the best location.

With this location, we face the critical challenge in ensuring our programs can serve the most vulnerable children in our community. As you know, much of the Bayview is zoned in manner that prohibits social service facilities over 5,000 square feet in size. One major exception to this rule occurs within the India Basin neighborhood, governed by the India Basin Special Use District (SUD), within which social service uses are permitted without a size limitation. However, we could not locate the CYW/CAC-SF within the India Basin SUD, because the SUD does not permit medical offices that are associated with a medical institution as BCHC is.

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*In Memoriam

The ordinance before you, as currently proposed, would allow us to begin serving San Francisco's kids. The ordinance clarifies that medical offices are permitted within the India Basin up to 15,000 square feet in size. It also slightly expands the boundaries of the India Basin SUD to incorporate 3450 Third Street. The Planning Commission, which approved this measure by a 7-0 vote and the Planning Department have indicated that this is not a major change to the zoning, as the property is located directly adjacent to the boundary of the Indian Basin SUD. This SUD was initiated by Supervisor Sophie Maxwell at the behest of the India Basin neighborhood, in part to encourage a greater amount of office, retail, and social service uses in that neighborhood than would be permitted by the underlying PDR-2 zoning.

Through community outreach, we have learned that members of the Bayview community believe that 3450 Third Street is not an appropriate location for this project and that it would be better located within the "Health Node" identified in the Bayview Redevelopment Plan. We deeply respect the views of these leaders and the years of work that the Bayview community spent in drafting the Redevelopment Plan. After looking through every eligible property in the Health Node, we determined that every property that may fit our needs in terms of space and accessibility was already leased, owner-occupied, or not within our budget. We also respectfully submit that the project does not violate the concept plan for the Bayview and its emphasis on the protection of children. The project would strengthen rather than distract from the health care node by providing a nationally significant center for the protection of children within blocks of the health node. In addition, this particular property has a long history of social service tenants, including Sojourner Truth and Burning Man, both of which operated for over the last ten years at same location. The project is a continuation of these community-minded uses.

We continue our outreach and community engagement work and have worked on compromises and action plans to address their concerns with our location. For all of these reasons, we respectfully request your support. Thank you for your consideration and leadership.

Respectfully,


Katie Albright
Executive Director

CAC/CYW Real Estate Search

The Children's Advocacy Center (CAC), the Center for Youth Wellness (CYW) and their real estate broker, Paul Picciani of Kidder Mathews, did an exhaustive search of potential facilities in Bayview to house the CAC/CYW program beginning as early as October 2009.

The searches were conducted by Mr. Picciani running multiple database queries of all available properties in Bayview through CoStar—the primary brokerage database for commercial real estate companies. Properties were then brought to the CAC/CYW team and pursued or not based on the following criteria, identified as priorities by the CAC/CYW in order to operate a successful program.

CAC/CYW Facility Search Criteria

- a) Within Bayview neighborhood
- b) Size—needed approximately 25,000 sf in order to house all partners based on space need assessment conducted by pro bono architect
- c) Accessibility to T line and bus service for our families
- d) Cost Effectiveness—commercial buildings that required minimal infrastructure improvements due to limited budget and affordable rent/purchase price
- d) Proximity to SF General (we have staff traveling back and forth several times a day) and the current Bayview Child Health Center (having a location clients are familiar with is important for service delivery)

Below is a comprehensive list of available properties we considered throughout our search over nearly two years and the reasons the properties were rejected.

* Denotes properties within the Health Node

Property	Reason for not pursuing
5 Thomas Mellon Circle	Accessibility—distance and ease to T-line/bus
1950 Cesar Chavez	Accessibility—distance and ease to T-line/bus
1427 Egbert*	Too expensive, part of 60,000 sf multi-bldg property, would need to be redeveloped
1828 Egbert*	Accessibility—distance and ease to T-line/bus, inappropriate use—bldg. built as a high-capacity data center
2000 McKinnon	125,000 sf warehouse—too expensive to renovate, Accessibility—distance and ease to T-line/bus
2050 McKinnon	125,000 sf warehouse—too expensive to renovate, Accessibility—distance and ease to T-line/bus
200 Paul Ave.*	Too expensive and inappropriate use—high-capacity data center
320 Paul Ave.*	Too small on its own (13,300 sf), part of a 7-acre plot that in total is too large and expensive
6000 Third St.*	No existing infrastructure, too expensive to renovate Note: Team had architect and contractor do cost estimate to determine feasibility
900 Marin St.	Too expensive to renovate Note: Team had architect and contractor do cost estimate to determine feasibility
1945 Carroll St.	Accessibility—distance and ease to T-line/bus

2000 Oakdale Ave.	Accessibility—distance and ease to T-line/bus, too expensive to renovate
201 Toland St.	Accessibility—distance and ease to T-line/bus, too expensive to renovate
150 Executive Park	Location—too far south for clients, Accessibility—distance and ease to T-line/bus
1550 Evans St. (Walden House)	Too expensive--this was the team's first choice
101 Williams Street*	Too expensive—warehouse shell, Accessibility—distance and ease to T-line/bus
1300 Fitzgerald*	Too large (52,000 sf) and expensive

In addition, Mr. Picciani did a comprehensive search last week of properties within the Health Node (both available and occupied) and was unable to find any available space that fit our criteria. We are happy to share details on our assessment of the current state of properties in the Health Node, if you wish.

**SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING AND PROTOCOLS
SAN FRANCISCO MULTI-DISCIPLINARY INTERVIEW CENTER
AND CHILDREN'S ADVOCACY CENTER**

This Supplemental Memorandum of Understanding ("MOU") is entered into as of December 12, 2011 ("Effective Date") by and among the Office of the City Attorney ("CAO") of San Francisco; Office of the District Attorney of San Francisco; the Human Services Agency ("HSA"); the San Francisco Police Department ("SFPD"); the Department of Public Health ("DPH") via its Child and Adolescent Support Advocacy and Resource Center ("CASARC"); and the San Francisco Child Abuse Prevention Center ("SFCAPC") (collectively, "Signatories" or "MDIC Partners" and individually, "Signatory" or "MDIC Partner"). The term of this MOU shall be three years from the Effective Date. The City and County of San Francisco ("CCSF") is a signatory to this MOU for purposes of Section 6.3. This MOU supplements the MOU with respect to the San Francisco Multi-Disciplinary Interview Center dated as of September 1, 2010 (the "MDIC MOU").

Terms specific to this MOU will have the meanings set forth in Article 7 below.

ARTICLE 1: VISION, MISSION AND PURPOSE

1.1 VISION

Drawing on the expertise of its multidisciplinary partners, pursuant to the MDIC MOU, the San Francisco Multidisciplinary Interview Center ("MDIC") provides a coordinated forensic investigation and response to children abused or exposed to violence in San Francisco. The MDIC Partners are developing the MDIC into an accredited Child Advocacy Center ("CAC").

1.2 MISSION

The mission of the San Francisco MDIC and the future CAC is to prioritize the needs of children by providing a supportive and collaborative response to child abuse investigations. The MDIC conducts, and the CAC will conduct, comprehensive forensic interviews with children and persons with developmental disabilities to assess the individual's needs for protective, physical, mental, or advocacy services, and to meet the needs of the collaborating Signatories.

1.3 PURPOSE OF MEMORANDUM OF UNDERSTANDING

The purpose of this document is to delineate the goals and related responsibilities of the Signatories with respect to the MDIC and the future CAC. Driven by the shared vision to develop a CAC in San Francisco, this MOU supplements the MDIC MOU with respect to the development of a CAC and indemnification with respect to the operations of the MDIC and the future CAC. Notwithstanding the foregoing, this MOU does not intend to restrict the ability of any Signatory to fulfill its own mandate.

This MOU is not intended to cover the scope of the operation of the CAC. The MDIC Partners intend to modify or supplement this MOU as necessary from time to time to include (1) each Signatory's identified role, (2) where each Signatory's operations relating to the MDIC and future CAC are housed, (3) the facility and space of the new CAC, (4) the operations of the new CAC, (5) fiscal management of funds secured for CAC purposes and (6) appropriate conflict resolution provisions. SFCAPC will lead the process for discussions, modifications and supplements of this MOU. Section 6.3 shall continue in full force and effect notwithstanding any modification or supplement to this MOU.

ARTICLE 2: GENERAL OBLIGATIONS

2.1 GENERAL

Each Signatory hereby commits to the multidisciplinary investigation of child abuse and exposure to violence, as well as the ongoing response to child maltreatment. All Signatories will bring all suspected cases of Severe Physical Abuse and Sexual Abuse of children less than eighteen years of age or of adults with developmental disabilities ("Referral Category A") to the MDIC for a multidisciplinary forensic interview ("MDI") and follow-up services. "Severe Physical Abuse" means any visible injury or trauma, or any injury that requires medical intervention. In addition, Signatories may, at their option, bring cases involving other forms of child maltreatment, including child exploitation, severe neglect, abandonment, kidnapping, witness to injury or violent crime (collectively, "Referral Category B") cases, to the MDIC for services. Signatories commit to further address Referral Category B as the CAC evolves.

2.2 OBJECTIVES

The Signatories will use reasonable efforts to ensure:

- (a) that children and youth are not subjected to the additional trauma of repetitive interviews in the event of abuse or suspected abuse. The Signatories acknowledge that the need for additional interviews is reduced when the Signatories efficiently plan and collectively conduct a MDI;
- (b) that all Referral Category A cases will be brought to the MDIC for additional services, and that the MDIC will provide a services gateway for Referral Category A cases, even when a MDI is not conducted on site;
- (c) the timely exchange of pertinent information among the various agencies providing services for Referral Category A, thus enhancing the prospects for coordinated intervention, reducing delays, and timely and appropriately referring cases for therapeutic, medical, and supportive services;
- (d) that it is advisable that Referral Category B children be brought to the CAC even when no MDI is conducted in order for children to be connected to services and to promote collaboration among partners, similar to Category A referrals; and
- (e) the continued support for the CAC in accordance with the developing business plan for the CAC drafted and approved by the Signatories (attached).

ARTICLE 3: SPECIFIC ROLES AND RESPONSIBILITIES

3.1 OFFICE OF THE CITY ATTORNEY, CHILDREN AND FAMILY SERVICES

The CAO is a member of the current MDIC team and represents the Human Services Agency in all dependency cases. The CAO may also represent or consult with medical and mental health providers regarding these cases.

The CAO will continue to provide the following services:

- (a) Providing legal advice to the Human Services Agency and the Department of Public Health.
- (b) Consulting with the Human Services Agency and, if necessary, observing the MDI, either in person or via videotape, for the purpose of sustaining a Dependency Petition filed in Juvenile Dependency Court.
- (c) Assessing the competency of the child/children as a witness/witnesses in a Juvenile Dependency Court proceeding.
- (d) Determining the necessity of conducting further investigation for a dependency proceeding.
- (e) Collaborating and exchanging information, as necessary and appropriate, with other Signatories.

3.2 OFFICE OF THE DISTRICT ATTORNEY, CHILD ASSAULT UNIT

The District Attorney's Office charges and prosecutes criminal cases. If the District Attorney's Office deems the evidence gathered (from a child's interview or otherwise) sufficient to support criminal charge, a case will be filed.

The District Attorney's Office, Child Assault Unit will continue to provide the following services:

- (a) Observation of interview conducted by the forensic interviewer at the MDIC ("Interviewer") to obtain filing information and to assess the competency of the children as witnesses in court.
- (b) Consultation with law enforcement officers, protective service workers and/or CASARC staff to determine the nature and extent of, and need for, any supplemental investigation.
- (c) Collaborating with police inspectors, protective service workers and CASARC medical staff to determine whether a medical/evidentiary examination is indicated.
- (d) Assisting law enforcement officers with search and arrest warrants.
- (e) Making filing decisions on criminal child abuse cases based on the MDI, the law enforcement and protective service worker investigation, and any findings from medical/evidentiary examinations.

- (f) Maintaining appropriate records of investigations conducted at the MDIC.
- (g) Providing supervision of the MDIC Coordinator (see Article 4.4 of the MOU for further roles and responsibilities of the MDIC Coordinator).
- (h) Collaborating and exchanging information, as necessary and appropriate, with other Signatories.

3.3 OFFICE OF THE DISTRICT ATTORNEY, VICTIM SERVICES DIVISION

The Victim Services Division will provide comprehensive advocacy and support to victims of crime and their families, including:

- (a) As resources permit, victim advocates will attend each MDI to meet with the child's family and to offer services, referrals, and support. If an advocate is unavailable to attend a MDI, the advocate will set up an appointment with the family to offer services. Other Signatories should refer clients directly to Victim Services if an advocate from Victim Services does not attend the MDI.
- (b) Victim advocates will provide the following services to victims of crime: victims' rights information, crisis intervention, orientation to the criminal justice system, emotional support, attending interviews (law enforcement or ADA), court support, referrals to outside agencies, victim impact statements, assistance obtaining restitution, relocation assistance, safety planning, and assistance applying to the Victim Compensation Program. The Victim Compensation Program provides the following crime-related reimbursements: medical, dental, mental health support, wage loss, and relocation.
- (c) Collaborating and exchanging information, as necessary and appropriate, with other Signatories.

3.4 HUMAN SERVICES AGENCY, CHILDREN AND FAMILY SERVICES

The Welfare and Institutions Code in the State of California tasks the Human Services Agency with responding to child abuse allegations, assessing the risk to the child and siblings, and ensuring the protection of the children.

The Human Services Agency, Family and Children's Services will provide the following services:

- (a) Receiving referrals of allegations of abuse of a child; provided, however, that the San Francisco Police Department, Special Victims Unit must also be included in all allegations of Severe Physical Abuse. HSA will notify the Special Victims Unit when responding to an allegation of Severe Physical Abuse. After receiving a referral, but before interviewing the child, the HSA worker will 1) review the CPS history, 2) interview the reporter, 3) if the referral requires an immediate response, contact the Special Victims Unit or Operations Center according to the HSA Handbook, 4) fax a copy of the referral to the Special Victims Unit per the Handbook, 5) respond within the two-hour response window even if the Special Victims Unit Inspector is unable to respond, and 6) reconnect with the Special Victims Unit Inspector if circumstances are more severe than originally anticipated. The HSA worker

will contact the Special Victims Unit from the field in order to relay the newly discovered details of the case and will not rely on the cross report of a new CPS report for the Special Victims Unit notification. Finally, the HSA worker will defer to the judgment of the Special Victims Unit on matters pertaining to interviewing the alleged perpetrator. SF Police Department may request that the HSA worker not interview the perpetrator.

- (b) Performing HSA record checks to determine any prior or current HSA Family and Children's Services involvement. The HSA worker may also check for an open case with CASARC.
- (c) Requesting a criminal record check by the SFPD on the alleged suspect and family members with access to the child/ren.
- (d) Conducting an *initial screening and field contact* in person with the child and sibling. The HSA worker will immediately contact the MDIC Coordinator and will arrange for the child/ren to be interviewed at the MDIC. A referral to the San Francisco MDIC is mandatory for all allegations of Severe Physical Abuse and Sexual Abuse (Category A referrals) and strongly advised for Category B referrals.
- (e) Sending necessary documents and information to the MDIC Coordinator via telephone, fax or email so the MDI can be scheduled and completed.
- (f) Working with the MDIC Coordinator to ensure the MDI is scheduled and completed.
- (g) Observing the MDI or conducting the MDI if trained as an Interviewer.
- (h) Collaborating with other MDIC Partners to determine if a medical examination is indicated.
- (i) Assessing the family's need for mental health services and referrals for individual and/or family counseling, parenting classes, or other services.
- (j) Filing a Dependency Petition when it is apparent from the investigation that a parent or legal guardian cannot protect the minor. The other MDIC Partners will assist the HSA worker with the Dependency Petition by providing recommendations.
- (k) Consulting with the MDIC Partners when appropriate.
- (l) Participating in the MDIC Case Review is required for all cases assigned to HSA, and encouraged for all other cases.
- (m) Participating in peer review procedures for training Interviewers.

3.5 SAN FRANCISCO POLICE DEPARTMENT, SPECIAL VICTIMS DIVISION
SFPD investigates crimes against children and adolescents. SFPD will provide the following services:

- (a) Using SFPD criteria, assigning the appropriate investigator to alleged cases of felony child abuse, neglect, or molestation when notified by the CPS Hotline, patrol officers, a responding HSA worker, CASARC, and/or the MDIC

Coordinator (after making a CPS report to the CPS hotline). Some cases will merit an immediate response by the on-call investigator.

- (b) Reporting any allegations to the CPS Hotline (using the SCAR form).
- (c) Coordinating with the MDIC Coordinator to schedule the MDI and sharing necessary information in advance of the MDI.
- (d) Collecting and preserving evidence.
- (e) Determining when there may be exigent circumstances that require an immediate in depth interview by the SFPD investigator, although the investigator will use best efforts to ensure a full MDI is conducted, versus a separate interview process. In rare cases where a separate interview is necessary, the recording of the interview will be provided to the appropriate Signatories. After the interview, the child will be immediately referred to the MDIC for further services and support, and the investigator will work to ensure the child is brought to the MDIC.
- (f) Consulting with the DA and collaboration with other Signatories.

3.6 DEPARTMENT OF PUBLIC HEALTH, CHILD AND ADOLESCENT SUPPORT ADVOCACY AND RESOURCE CENTER, CASARC
DPH, CASARC will continue to provide the following services:

- (a) Space for the MDIC, including a conference room, waiting room for families, restroom, interview room, and observation room
- (b) Interviewers for participation on the MDIC Team.
- (c) Scheduling and coordinating MDIC appointments in the absence of the MDIC Coordinator.
- (d) Supervision of Interviewers, in consultations with the MDIC Coordinator. This supervision, provided by the CASARC manager, will ensure that Interviewers receive appropriate training, certifications (CPR) and yearly review.
- (e) An examination room and services at San Francisco General Hospital, allocated for child sexual abuse examinations 24 hours a day/7 days per week, and compliant with SFGH and Joint Commission requirements.
- (f) Forensic medical services, provided 24 hours a day/7 days per week in conjunction with the Rape Treatment Center at SFGH, for sexual assault victims who are under eighteen years of age.
- (g) Consultations by the Medical Director of CASARC with the medical team when a second opinion is needed regarding findings in abused children, sexual transmission of infections, and current medical guidelines and recommendations from national professional organizations.
- (h) Assurance that medical providers meet SFGH Medical Staff and Joint Commission requirements.

- (i) Assurance that mental health services are available for acute psychiatric issues that occur during or following a MDI.
- (j) Weekly review of all MDIC cases to ensure that each child has been assessed for mental health services. The CASARC mental health team will either provide the mental health services or make appropriate referrals.
- (k) DPH will consider providing additional services at the CAC after its launch.

3.7 SAN FRANCISCO CHILD ABUSE PREVENTION CENTER

SFCAPC, responding to the request of the MDIC Partners, and as recommended by the Western Region of CACs and the California Chapter of CACs, will endeavor to develop a fully-accredited, co-located CAC with comprehensive support services for children and families in two stages as follows:

- (a) Supporting the ongoing work of the current MDIC, SFCAPC will continue to convene meetings, advocate for needed changes in policy and procedure of the MDIC, and fundraise for agreed-upon training costs associated with operating the MDIC, with the goal of improving coordination among MDIC Partners to increase use of the current MDIC.
- (b) SFCAPC will act as Lead Agency toward the development and oversight of a fully accredited CAC, and will coordinate the work of the CAC after it opens. SFCAPC will collaborate with other Signatories to deliver CAC services. In leading the development of the CAC, SFCAPC has developed a business plan with support from Signatories for potential funders of the CAC and will have the following additional responsibilities:
 - (i) Work with MDIC Partners to develop a shared vision and decision-making process for the CAC;
 - (ii) Seek, acquire or lease, and be responsible to manage the renovation of a new facility appropriate for CAC programs and accreditation;
 - (iii) Develop a legal structure for the CAC within SFCAPC governance structure;
 - (iv) Develop and implement, with help from other Signatories, a revenue generation plan in support of a CAC;
 - (v) Oversee the development of and compliance with the CAC protocols, this MOU, and programs and policies required for accreditation with the help of the MDIC Coordinator and other MDIC Partners;
 - (vi) Facilitate any necessary revisions of this MOU and the development of any Annexes hereto between one more MDIC Partners;
 - (vii) Seek and hire a CAC Director. Prior to the opening of the planned CAC, the CAC Director will provide planning staff and other necessary staffing to advance the services of the accredited CAC;

- (ix) After the opening of the planned CAC, the CAC Director will:
 - (A) Provide oversight and ensure full accreditation of the CAC;
 - (B) Ensure ongoing compliance with the CAC protocols and this MOU;
 - (D) Seek appropriate staffing, in collaboration with MDIC Partners, for mental health, victim support/case management, childcare, administration, fund development, and other identified services for the CAC;
 - (E) Educate and advocate with policy makers and opinion leaders regarding the evolution of the CAC.

ARTICLE 4: GOVERNANCE, STRUCTURE AND STAFF

4.1 CAC BOARD OF DIRECTORS

The CAC is a program of SFCAPC and as such the SFCAPC CAC staff and their activities will be overseen by the SFCAPC Board of Directors in accordance with its customary practices.

4.2 MDIC ADVISORY COMMITTEE

The MDIC Advisory Committee ("MDIC Advisory Committee") (formerly the Service Delivery Team and the MDIC Policy/Oversight Committee) includes MDIC Partner representatives who will represent the MDIC to their respective agency's management. The group establishes and revises MDIC policy and, in collaboration with the MDIC Coordinator and CAC Director, ensures that the MDIC MOU and guidelines are followed, and discusses ways to improve the efficacy of the MDIC. This group meets monthly on the second Tuesday of the every month from 12:30 p.m.-2:00 p.m., unless otherwise specified by the MDIC Coordinator. At least one participant from each Signatory agency shall attend these meetings. The MDIC Coordinator is responsible for scheduling and convening these meetings with support from the CAC Director. Any MDIC Partner may request an urgent MDIC Advisory Committee meeting by contacting the MDIC Coordinator.

4.3 MAYOR'S CHILD SEXUAL TRAUMA ADVISORY COMMITTEE

The Mayor's Child Sexual Trauma Advisory Committee ("MCSTAC") includes representatives from organizations that serve children and families in San Francisco and that focus on trauma issues. MCSTAC meets quarterly (January, April, July, October on the fourth Tuesday of every month from 12:30p.m.-2:00 p.m. unless otherwise designated by SFCAPC) to discuss interventions and programs that benefit our community. The committee supports the work of the MDIC by providing cross training, sharing information regarding relevant services, and providing input to the MDIC Advisory Committee. SFCAPC will continue to schedule and convene these meetings and to communicate with MCSTAC members to develop the committee's agenda.

4.4 MDIC TEAM

For each case, the MDIC Team consists of the CAC Director, the SFPD Inspector, the CPS Worker, the Assistant District Attorney, the Victim Advocate, the Medical Provider, the MDIC Coordinator/ Interviewer, the Mental Health Provider (“MDIC Team”). The MDIC Team is responsible for the investigation of suspected child abuse and the provision of referrals for appropriate medical, safety and mental health services in compliance with Article 3 of the MOU

4.4 MDIC COORDINATOR

The MDIC Coordinator will plan, organize, and coordinate the daily operations of the MDIC, including:

- (a) Monitoring the participation of agencies to ensure maintenance of and adherence to negotiated protocols.
- (b) Planning and facilitating the MDIC Team meetings.
- (c) Accepting and acting upon complaints regarding MDIC services.
- (d) Disseminating information to the community and agencies regarding the goals and activities of the MDIC.
- (e) Recommending policies to the MDIC Advisory Committee and its members.
- (f) Serving as a liaison and promoting working relationships among MDIC Partners.
- (g) Ensuring that MDIs are completed with sensitivity to children’s developmental and emotional needs and the investigative and assessment needs of the MDIC Partners.
- (h) Facilitating both peer review and case review meetings and attending other meetings, as requested.
- (i) Establishing and following procedures for managing daily operations.
- (j) Scheduling the use of the interview room and ensuring the necessary equipment is functional (and if necessary, operating equipment during MDIs).
- (k) Providing MDIC reporting data to the City and County administrators and the MDIC Advisory Committee, MSTAC, and funding agencies.

4.6 FORENSIC INTERVIEWERS

Interviewers, with appropriate training compliant with the NCA accreditation standards, will conduct all MDIs at the MDIC.

ARTICLE 5: OPERATIONS AND PROCEDURES

5.1 FACILITY AND LOCATION

The MDIC is currently housed at the CASARC Offices located at 995 Potrero Avenue (San Francisco General Hospital) in Building 80 between 21st and 22nd Streets. The MDIC itself is located in the basement of Building 80. The offices, interview, room, observation room, storage room, restroom, kitchen, waiting/play area, conference and

clerical workspace are housed within the basement area and shared with other services. MDIC Partners provide digital and recording equipment at this location. The interview room is designed so that third parties can observe the interview of the child unobtrusively.

SFCAPC plans to acquire or lease a building for the future CAC (the "CAC Facility") for use of the MDIC and the future CAC. SFCAPC will coordinate the renovation of the CAC Facility. The CAC Facility will include a conference room, a waiting room for families, a restroom, interview rooms designed so that third parties can observe the interview of the child unobtrusively, and observation room, medical examination room equipped to conduct forensic medical exams, and space for MDIC Partners to collocate staff. SFCAPC will design this new location in consultation with the MDIC Advisory Committee. MDIC Partners agree that MDIs can be conducted at the CAC Facility.

5.2 REFERRAL TO THE MDIC

Only individuals under the age of 18 or an adult with a developmental disability may be referred to the MDIC. The alleged incident must have occurred in San Francisco, except as set forth in Section 5.4 below. All MDIC Partners agree to refer all Referral Category A cases to the MDIC for a MDI. In cases of other forms of child maltreatment, including Referral Category B cases, individuals may be referred to MDIC for services. Signatories are committed to further addressing Referral Category B through the multidisciplinary process as the Child Advocacy Center evolves.

5.3 INTERVIEW PROCEDURES FOR IN-COUNTY CASES

- (a) HSA (Child Protective Services), CASARC, or SFPD will initiate MDIC referrals. The MDIC Coordinator determines whether a MDI is appropriate pursuant to the requirements of this MOU, and schedules the MDI. With the goal of maximizing the number of cases treated with a MDI, each MDIC Partner agrees to contact the MDIC Coordinator with any questions or concerns regarding whether a case meets the MDI criteria.
- (b) Any MDIC partner may consult with the Assistant District Attorney prior to scheduling the MDI.
- (c) If a MDI is indicated, an initial screening interview to assess language capability and obtain an initial limited disclosure shall be completed by HSA, the police, or CASARC, and continued for a MDI. Children or adults with limited language ability may be referred for a MDI. The team will resolve any capacity issues on a case-by-case basis.
- (d) The MDI process prioritizes a multidisciplinary response. To that end, the MDIC Coordinator shall use best efforts to schedule the MDI appointment at a time that each representative from each agency on the case team is present.
- (e) The MDIC Coordinator shall promptly notify all MDIC Partners of MDIC appointments
- (f) Outside regular business hours:

- If a child was just victimized, SFPD will decide whether the interview will occur immediately or the next business day (See SFPD responsibilities above for further direction). HSA shall consult with SFPD prior to scheduling after-hours interviews.
- SFPD shall call the CPS hotline with the referral as soon as possible, and will fax over the report. Non-offending parents should be informed of services available at CASARC and the MDIC by SFPD. In the case of urgent mental health concerns, outside of regular business hours, SFPD and HSA shall follow their respective agency protocols.
- CASARC shall evaluate the urgency and need for a forensic medical examination based on best-practice standards and will schedule it as appropriate.

5.4 INTERVIEW PROCEDURES FOR OUT-OF-COUNTY CASES

If requested and authorized by the SFPD and observed by SFPD, the MDIC may provide a MDI for out of county cases as follows:

- (a) If the alleged abuse occurred outside of San Francisco, SFPD and/or CPS shall send the referral to the other jurisdiction's police and or/CPS agency. The other jurisdiction's police agency may decide to handle the case itself, send a police official and/or CPS representative to participate in a San Francisco MDI, and/or ask SFPD to conduct the MDI as a courtesy.
- (b) Responsibilities of MDIC Partners in out-of-county cases are as follows:
 - SFPD shall participate in a MDI on a matter outside of its jurisdiction if the remote law enforcement agency so requests, or if SFPD is the lead agency in a multiple jurisdictional matter.
 - HSA shall coordinate the MDI with SFPD. CPS may observe the MDI in either jurisdiction, or may request the MDIC videotape for viewing and use in Dependency Court action.
 - If SFPD conducts a MDI for an out-of-county case, CASARC shall conduct a medical exam, as appropriate based on best-practice standards.
 - San Francisco's Office of the District Attorney shall observe the MDI if the out-of-county jurisdiction fails to send its own District Attorney representative.
 - All collected evidence shall be provided to SFPD, who shall promptly book it for safekeeping. A law enforcement representative from the jurisdiction from where the crime is being prosecuted shall be responsible for picking up and transporting said evidence to their home jurisdiction.

5.5 CASE REVIEW

Case Review meetings will be held every third Wednesday of the month, from 10:30a.m.-12:30p.m., for team collaboration, treatment planning, and informal cross training. Case review meetings will occur unless specifically cancelled by the MDIC Coordinator.

The MDIC Coordinator will select cases for review, including very difficult cases, cases with significant collaborative issues, or cases where ongoing treatment planning is particularly important or difficult. Any staff person may present a case for review by requesting the MDIC Coordinator to include the case on the agenda.

The MDIC Coordinator will send out a notice regarding which cases or issues will be reviewed at the upcoming meeting, and will maintain a record of each meeting.

The MDIC Team shall attend case review meetings when their own cases are on the agenda. Representatives from other MDIC Partners are encouraged to attend all meetings.

5.6 PEER REVIEW

The MDIC will provide opportunities, for those who conduct medical evaluations and MDIs, for peer review and ongoing training in compliance with NCA standards and as follows:

- (a) *Medical Exams – Continuous Quality Assurance:* The Medical Director will consult with the medical team when a second opinion is needed regarding findings in abused children, sexual transmission of infections and current medical guidelines and recommendations from national professional organizations.

All medical evaluations will be subject to ongoing monthly peer review under the direction of the Medical Director. The medical team will review the CalEma medical evaluation form and the photo documentation on each case that receives a medical examination, and will complete a photo review form.

Each medical provider will receive ongoing education in the field of child physical and sexual abuse consisting of a minimum of 33 hours per every 2 years of Continuing Education Unit/CME credits.

- (b) *Forensic Interviews:* All Interviewers conducting MDIs shall meet the first Wednesday of every month from 10:30a.m.-12:30a.m. with the Assistant District Attorney to review a MDI and provide feedback and suggestions for improved interviewing technique. Criteria for selection of MDIs to be reviewed include difficult cases, suggestions by Interviewers/ Assistant District Attorney, or rotation if no other case takes precedence.

5.7 FISCAL MANAGEMENT

SFCAPC shall be the fiscal agent for all funds granted directly to or for the purposes of the MDIC except in such cases where the funder/grantor entity requires a government applicant. SFCAPC's status as fiscal agent shall not impact Signatories' own internal budgetary decisions.

5.8 CONFIDENTIALITY

Protection of children's confidentiality is centrally important to the work of the MDIC. As such, all Signatories will abide by HIPAA requirements, as appropriate, and their own agency and professional confidentiality requirements.

Collaboration is also critical to a successful MDIC. Signatories will communicate whenever possible on MDIC cases. Signatories are allowed to share information based on California Welfare and Institutions Code and California Evidence Code that govern the meetings of multidisciplinary teams (California Evidence Code §1157.6 and California Welfare and Institutions Code §4070, 4071, and 5328).

Confidentiality will be of particular importance to the future CAC. Guided by the principles of protecting confidentiality while promoting collaboration, confidentiality guidelines will be revisited when a new MOU is created to develop and/or govern the CAC.

5.9 CULTURAL COMPETENCY

San Francisco has a diverse population. The City and County of San Francisco has strict policies that require Signatories to ensure that all clients are treated with respect and dignity. The Signatories will consider culture, language, and other forms of diversity during investigations, the provision of services, and outside referrals.

The MDIC not only respects each Signatory's policies, practices and procedures related to cultural competency; MDIC Partners will comply with the MDIC's own guidelines for cultural competency and diversity, including:

- (a) No person shall be denied MDIC services on the basis of ethnicity, religion, ability, sexual orientation, or gender identification.
- (b) The MDIC Partners will use reasonable efforts to interview individuals in their native or strongest language. The MDIC utilizes member agency bilingual staff or interpreters from San Francisco General Hospital and other agencies to provide translation services for MDIs.
- (c) MDIC Team members shall receive ongoing training in diversity sponsored by an individual agency, the MDIC, a state funded training center, other recognized programs, or Signatories.
- (d) The MDIC Partners agree to consider diversity issues in each case.
- (e) Development of cultural competency and increased diversity among MDIC Team members will continue to be of central importance in the development of a future CAC.

5.10 TRAINING AND OUTREACH

The MDIC Partners agree to provide training for new law enforcement officers, social workers, nursing staff, and mental health clinicians.

Professionals operating in the MDIC and future CAC will comply with the training requirements of their own agencies and the NCA accreditation standards.

ARTICLE 6: CONFLICT RESOLUTION, TERM, AND MISCELLANEOUS

6.1 MANAGING

The Signatories agree that any decisions that significantly impact the function of the MDIC shall be brought to the MDIC Advisory Committee for discussion.

6.2 TERM AND TERMINATION

This MOU will have an initial term of three (3) years from the Effective Date. After the initial term, the MOU will automatically renew for additional twelve (12) month periods unless any Signatory provides notice of termination to all the other Signatories at least sixty (60) days prior to the termination of the initial term or any renewal term, as applicable. This MOU can be modified at any time based on the written agreement of all Signatories and terms may be added with respect to one or more Signatories by addition of Annexes signed by such Signatories. Section 6.3 may not be modified without the consent of CCSF and SFCAPC, but shall continue in full force and effect notwithstanding any modification or addition of this MOU.

6.3 CCSF INDEMNIFICATION AND EXCULPATION

(a) **Indemnification.** The CCSF agrees to indemnify, protect, defend and hold harmless ("Indemnify") SFCAPC, and its departments, agencies, officers, directors, members, employees, agents (collectively, the "SFCAPC Entities" and individually, a "SFCAPC Entity") from and against any and all costs, losses, liabilities, claims, cause of action, expenses and damages (including, without limitation, reasonable costs of investigation and attorneys' fees and expenses) (collectively "Claims") incurred by the SFCAPC Entities or any one or more of them, arising out of (i) the CCSF's or any of its departments, agencies, affiliates, officers, directors, members, employees and agents (including University of San Francisco, a subcontractor of the Child and Adolescent Support Advocacy and Resource Center, a department of the Department of Public Health) (collectively, the "CCSF Entities" and individually, a "CCSF Entity") use or occupancy of the CAC Facility, (ii) any negligent acts or omissions of the CCSF Entities in, on or about the CAC Facility; and (iii) the performance by the CCSF Entities of any services or the furnishing of any materials by the CCSF Entities under this Agreement; provided however, that the CCSF shall not be obligated to Indemnify any SFCAPC Entity to the extent any Claim arises out of the negligence or willful misconduct of a SFCAPC Entity.

(b) **Defense.** If any Claim is brought against an SFCAPC Entity that is covered by the Indemnity in Section 6.3(a), then the CCSF shall upon notice defend the same at the CCSF's expense by attorneys in CCSF's Office of the City Attorney, by other attorneys selected by the CCSF, or both. The CCSF shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that SFCAPC shall have the right to participate in the defense of any such Claim at its sole cost. No SFCAPC Entity shall have to pay any such Claim in order to be defended or indemnified.

(c) **Insurance.** SFCAPC acknowledges that the CCSF maintains self-insurance or relating to the operations to be conducted by the CCSF and the Government Partners

in the CAC Facility, provided such self-insurance shall not be a cap on liability under Section 6.3(a).

(d) **Exemption from Liability.** Except as specifically provided in Section 6.4(a), neither SFCAPC nor any of the SFCAPC Entities will be liable to any CCSF Entity under this Agreement for (i) injury or damage to the person or goods or other property of CCSF Entity or any employee, agent, customer, guest, invitee, licensee or other visitor of or to the CAC Facility for any cause whatsoever, (ii) any injury or damages arising from any act or omission of any other tenant or any employee, agent, customer, guest, invitee, licensee or other visitor of the CAC Facility, or (iii) the provision by SFCAPC of the SFCAPC Coordination Services, except in each case to the extent arising out of or relating to the gross negligence or willful misconduct of an SFCAPC Entity.

6.4 SFCAPC INDEMNIFICATION

(a) **Indemnification.** The SFCAPC agrees to Indemnify the CCSF Entities from and against any and all Claims incurred by the CCSF Entities or any one or more of them, arising out of (i) the SFCAPC's or any of the SFCAPC Entities' use or occupancy of the CAC Facility; (ii) any negligent acts or omissions of the SFCAPC Entities in, on or about the CAC Facility; ; and (iii) the performance by the SFCAPC Entities of any services or the furnishing of any materials by the SFCAPC Entities under this Agreement; provided, however, that the SFCAPC shall not be obligated to Indemnify any CCSF Entity to the extent any Claim arises out of the negligence or willful misconduct of a CCSF Entity.

(b) **Defense.** If any Claim is brought against a CCSF Entity that is covered by the Indemnity in Section 6.4(a), then SFCAPC shall upon notice defend the same at the SFCAPC's expense by attorneys selected by SFCAPC. SFCAPC shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that the CCSF shall have the right to participate in the defense of any such Claim at its sole cost. No CCSF Entity shall have to pay any such Claim in order to be defended or indemnified.

(c) **Insurance.** SFCAPC maintains insurance relating to the operations of the CAC, provided such insurance shall not be a cap on liability under Section 6.4(a). SFCAPC shall, within 10 days of request therefor, furnish the CCSF with a certificate of insurance evidencing the insurance required by the preceding sentence.

(d) **Exemption from Liability.** Except as specifically provided in Section 6.3(a), neither CCSF nor any of the CCSF Entities will be liable to any SFCAPC Entity under this Agreement for (i) injury or damage to the person or goods or other property of a SFCAPC Entity or any employee, agent, customer, guest, invitee, licensee or other visitor of or to the CAC Facility for any cause whatsoever, or (ii) any injury or damages arising from any act or omission of any other tenant or any employee, agent, customer, guest, invitee, licensee or other visitor of the CAC Facility.

6.4 MISCELLANEOUS

This MOU may not be amended or modified except by a written instrument signed by the Signatories. The validity and performance and construction of the terms and conditions of this MOU shall be governed by the laws of the State of California, without reference to conflict of law provisions. This MOU constitutes the entire and exclusive agreement among the Signatories hereto with respect to the subject matter hereof and supersedes and cancels all previous registrations, agreements, commitments and writings among the Signatories in respect thereof. Nothing in this MOU will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Signatories. No Signatory has any express or implied authority to assume or create any obligations on behalf of any other Signatory or to bind any other Signatory to any contract, agreement or undertaking with any third party. This MOU is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this MOU or any of the transactions contemplated by this MOU. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this MOU.

ARTICLE 7: DEFINITIONS

“CAC” means a Child Advocacy Center accredited by the NCA.

“CAC Cases” means cases with respect to which the CAC is involved, wherever the relevant services may be performed (in the CAC Facility).

“CAO” means the Office of the City Attorney of San Francisco.

“CASARC” means the Child and Adolescent Support Advocacy and Resource Center, a department of the DPH, including any person or entity to which CASARC contracts or otherwise delegates performance of services, including without limitation University of California, San Francisco.

“CEU” means Continuing Education Unit.

“CME” means Continuing Medical Education.

“Dependency Petition” means a petition filed pursuant to Welfare and Institution Code 300.

“DPH” means the San Francisco Department of Public Health, including any person or entity to which DPH contracts or otherwise delegates performance of services.

“Effective Date” means December 12, 2011.

“Government Partners” means the CAO, CASARC, DA, DPH via its SFCAPC department, HSA and SFPD, any other department or agency of the CCSF that performs services in connection with the MDIC or CAC or any person or entity to which CCSF or any of its departments or agencies contracts or otherwise delegates performance of services in connection with the MDIC or CAC.

“HIPAA” means the Health and Insurance Portability and Accountability Act of 1996 Privacy and Security Rules.

“HSA Handbook” means the handbook that guides HSA workers in their investigation. Please request a copy from HSA for further details.

“Interviewer” means the person, trained in accordance with NCA accreditation standards, who conducts the MDI.

“MCSTAC” means the Mayor’s Child Sexual Trauma Advisory Committee.

“MDI” means a multidisciplinary forensic interview.

“MDIC” means the San Francisco Multidisciplinary Interview Center.

“MDIC Advisory Committee”, formerly known as Service Delivery Team and the MDIC Policy/Oversight Committee, means the committee comprising representatives from each of the Signatories and responsible for overseeing the MDIC.

“MDIC Coordinator” means the individual primarily responsible for planning, organizing and coordinating the daily operations of the MDIC.

“MDIC Team” means, for each case referred to the MDIC, the inspector, the CPS worker, the assistant district attorney, the victim advocate, the person who performed the medical exam, the MDIC Coordinator/ Interviewer, the mental health provider, and the CAC Director.

“Medical Providers” means appropriately trained medical professional who conducted the examination. Appropriate training for medical professionals is outlined by this MOU.

“MOU” means this Memorandum of Understanding.

“NCA” means the National Children’s Alliance.

“Operations Date” means when the new CAC facility is providing space adequate to conduct an MDI.

“Referral Category A” means all suspected cases of Severe Physical Abuse and Sexual Abuse of children less than eighteen years of age or of adults with developmental disabilities.

“Referral Category B” means cases, excluding Referral Category A cases, involving other forms of child maltreatment, including child exploitation, severe neglect, abandonment, kidnapping, or witness to injury or violent crime.

“Severe Physical Abuse” means any visible injury or trauma, or any injury that requires medical intervention.

“Sexual Abuse” in the MDIC context means the exploitation and/or mistreatment of children or adults with developmental disabilities in a sexual context or with the goal of sexual gratification for the perpetrator.

“SFCAPC” means the San Francisco Child Abuse Prevention Center.

“SFCAPC Coordination Services” means the coordination by SFCAPC of the services provided by the Government Partners in the CAC and with respect to CAC Cases.

“SFCAPC Separate Services” means services that SFCAPC provides directly to persons involved in CAC Cases, such as child care services in the CAC Facility, but does not include SFCAPC Coordination Services.

“SFGH” means San Francisco General Hospital.

“SFPD” means the San Francisco Police Department.

“Signatories” or “MDIC Partners” means collectively the CAO, CASARC, DA, DPH via its SFCAPC department, HSA, SFPD, and the SFCAPC (or individually, “Signatory” or “MDIC Partner”).

HUMAN SERVICES AGENCY OF SAN FRANCISCO

By: 

Name: TRENT RHORER

Title: Executive Director

Date: December 16, 2011

SAN FRANCISCO CHILD ABUSE PREVENTION CENTER

By: _____

Name: _____

Title: _____

Date: _____

SAN FRANCISCO POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

Date: _____

HUMAN SERVICES AGENCY OF SAN FRANCISCO

By: _____

Name: _____

Title: _____

Date: _____

SAN FRANCISCO CHILD ABUSE PREVENTION CENTER

By: Katie Albright

Name: Katie Albright

Title: Executive Director

Date: 12/12/11

SAN FRANCISCO POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

Date: _____

HUMAN SERVICES AGENCY OF SAN FRANCISCO

By: _____

Name: _____

Title: _____

Date: _____

SAN FRANCISCO CHILD ABUSE PREVENTION CENTER

By: _____

Name: _____

Title: _____

Date: _____

SAN FRANCISCO POLICE DEPARTMENT

By: Greg P. Suhr

Name: **GREGORY P. SUHR**
Chief of Police

Title: _____

Date: 1/24/12

OFFICE OF THE CITY ATTORNEY OF SAN FRANCISCO

By: D. J. Katz
Name: Chris Hansen
Title: City Attorney
Date: 12/14/11

DEPARTMENT OF PUBLIC HEALTH

By: _____
Name: _____
Title: _____
Date: _____

OFFICE OF THE DISTRICT ATTORNEY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____
Date: _____

OFFICE OF THE CITY ATTORNEY OF SAN FRANCISCO

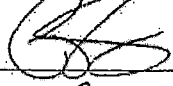
By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF PUBLIC HEALTH

By:  _____

Name: *Barbara A. Garcia* _____

Title: *Director of Health* _____

Date: *12/15/11* _____

OFFICE OF THE DISTRICT ATTORNEY OF SAN FRANCISCO

By: _____

Name: _____

Title: _____

Date: _____

OFFICE OF THE CITY ATTORNEY OF SAN FRANCISCO

By: _____

Name: Carolee Case

Title: DISTRICT ATTORNEY

Date: 12-23-2011

DEPARTMENT OF PUBLIC HEALTH

By: _____

Name: _____

Title: _____

Date: _____

OFFICE OF THE DISTRICT ATTORNEY OF SAN FRANCISCO

By: _____

Name: _____

Title: _____

Date: _____

THE CITY AND COUNTY OF SAN FRANCISCO (for purposes of Section 6.3)

By: _____

Name: _____

Title: _____

Date: _____

Approved As to Form:

By: Kimiko Burton

Name: Kimiko Burton

Title: Deputy City Attorney

Date: Dec 23, 2011

Office of the City Attorney

**MEMORANDUM OF UNDERSTANDING AND PROTOCOLS
SAN FRANCISCO MULTI-DISCIPLINARY INTERVIEW CENTER**

This Memorandum of Understanding ("MOU") is entered into as of September 1, 2010 ("Effective Date") by and among the Office of the City Attorney ("CAO") of San Francisco; Office of the District Attorney of San Francisco; the Human Services Agency ("HSA"); the San Francisco Police Department ("SFPD"); the Department of Public Health ("DPH") via its Child and Adolescent Support Advocacy and Resource Center ("CASARC"); and the San Francisco Child Abuse Prevention Center ("SFCAPC") (collectively, "Signatories" or "MDIC Partners" and individually, "Signatory" or "MDIC Partner"). The term of this MOU shall be three years from the Effective Date. This MOU can be modified or amended based on the written agreement of all Signatories.

Terms specific to this MOU will have the meanings set forth in Article 7 below.

ARTICLE 1: VISION, MISSION AND PURPOSE

1.1 VISION

Drawing on the expertise of its multidisciplinary partners, the San Francisco Multidisciplinary Interview Center ("MDIC") will provide a coordinated forensic investigation and response to children abused or exposed to violence in San Francisco. The ultimate vision of the MDIC is to develop an accredited Child Advocacy Center ("CAC").

1.2 MISSION

The mission of the San Francisco MDIC is to prioritize the needs of children by providing a supportive and collaborative response to child abuse investigations. The MDIC conducts comprehensive forensic interviews with children and persons with developmental disabilities to assess the individual's needs for protective, physical, mental, or advocacy services, and to meet the needs of the collaborating Signatories.

1.3 PURPOSE OF MEMORANDUM OF UNDERSTANDING

The purpose of this document is to delineate the goals and related responsibilities of the Signatories with respect to the MDIC. Driven by the shared vision to develop a CAC in San Francisco, this MOU is intended to govern the current MDIC and the development of a CAC. Notwithstanding the foregoing, this MOU does not intend to restrict the ability of any Signatory to fulfill its own mandate.

This MOU is not intended to cover the scope of the operation of the CAC. The MDIC Partners intend to modify this MOU at such time as they deem it appropriate and/or necessary for the continued development and governance of the CAC.

ARTICLE 2: GENERAL OBLIGATIONS

2.1 GENERAL

Each Signatory hereby commits to the multidisciplinary investigation of child abuse and exposure to violence, as well as the ongoing response to child maltreatment. All Signatories will bring all suspected cases of Severe Physical Abuse and Sexual Abuse of children less than eighteen years of age or of adults with developmental disabilities ("Referral Category A") to the MDIC for a multidisciplinary forensic interview ("MDI") and follow-up services. "Severe Physical Abuse" means any visible injury or trauma, or any injury that requires medical intervention. In addition, Signatories may, at their option, bring cases involving other forms of child maltreatment, including child exploitation, severe neglect, abandonment, kidnapping, witness to injury or violent crime (collectively, "Referral Category B") cases, to the MDIC for services. Signatories commit to further address Referral Category B as the CAC evolves.

2.2 OBJECTIVES

The Signatories will use reasonable efforts to ensure:

- (a) that children and youth are not subjected to the additional trauma of repetitive interviews in the event of abuse or suspected abuse. The Signatories acknowledge that the need for additional interviews is reduced when the Signatories efficiently plan and collectively conduct a MDI.
- (b) that all Referral Category A cases will be brought to the MDIC for additional services, and that the MDIC will provide a services gateway for Referral Category A cases, even when a MDI is not conducted on site;
- (c) the timely exchange of pertinent information among the various agencies providing services for Referral Category A, thus enhancing the prospects for coordinated intervention, reducing delays, and timely and appropriately referring cases for therapeutic, medical, and supportive services.
- (d) the development of a CAC in San Francisco in accordance with the developing business plan for the CAC drafted and approved by the Signatories (attached).

ARTICLE 3: SPECIFIC ROLES AND RESPONSIBILITIES

3.1 OFFICE OF THE CITY ATTORNEY, CHILDREN AND FAMILY SERVICES

The CAO is a member of the current MDIC team and represents the Human Services Agency in all dependency cases. The CAO may also represent or consult with medical and mental health providers regarding these cases.

The CAO will continue to provide the following services:

- (a) Providing legal advice to the Human Services Agency and the Department of Public Health.

- (b) Consulting with the Human Services Agency and, if necessary, observing the MDI, either in person or via videotape, for the purpose of sustaining a Dependency Petition filed in Juvenile Dependency Court.
- (c) Assessing the competency of the child/children as a witness/witnesses in a Juvenile Dependency Court proceeding.
- (d) Determining the necessity of conducting further investigation for a dependency proceeding.
- (e) Collaborating and exchanging information, as necessary and appropriate, with other Signatories.

3.2 OFFICE OF THE DISTRICT ATTORNEY, CHILD ASSAULT UNIT

The District Attorney's Office charges and prosecutes criminal cases. If the District Attorney's Office deems the evidence gathered (from a child's interview or otherwise) sufficient to support criminal charge, a case will be filed.

The District Attorney's Office, Child Assault Unit will continue to provide the following services:

- (a) Observation of interview conducted by the forensic interviewer at the MDIC ("Interviewer") to obtain filing information and to assess the competency of the children as witnesses in court.
- (b) Consultation with law enforcement officers, protective service workers and/or CASARC staff to determine the nature and extent of, and need for, any supplemental investigation.
- (c) Collaborating with police inspectors, protective service workers and CASARC medical staff to determine whether a medical/evidentiary examination is indicated.
- (d) Assisting law enforcement officers with search and arrest warrants.
- (e) Making filing decisions on criminal child abuse cases based on the MDI, the law enforcement and protective service worker investigation, and any findings from medical/evidentiary examinations.
- (f) Maintaining appropriate records of investigations conducted at the MDIC.
- (g) Providing supervision of the MDIC Coordinator (see Article 4.4 of the MOU for further roles and responsibilities of the MDIC Coordinator).
- (h) Collaborating and exchanging information, as necessary and appropriate, with other Signatories.

3.3 OFFICE OF THE DISTRICT ATTORNEY, VICTIM SERVICES DIVISION

The Victim Services Division will provide comprehensive advocacy and support to victims of crime and their families, including:

- (a) As resources permit, victim advocates will attend each MDI to meet with the child's family and to offer services, referrals, and support. If an advocate is

unavailable to attend a MDI, the advocate will set up an appointment with the family to offer services. Other Signatories should refer clients directly to Victim Services if an advocate from Victim Services does not attend the MDI.

- (b) Victim advocates will provide the following services to victims of crime: victims' rights information, crisis intervention, orientation to the criminal justice system, emotional support, attending interviews (law enforcement or ADA), court support, referrals to outside agencies, victim impact statements, assistance obtaining restitution, relocation assistance, safety planning, and assistance applying to the Victim Compensation Program. The Victim Compensation Program provides the following crime-related reimbursements: medical, dental, mental health support, wage loss, and relocation.
- (c) Collaborating and exchanging information, as necessary and appropriate, with other Signatories.

3.4 HUMAN SERVICES AGENCY, CHILDREN AND FAMILY SERVICES

The Welfare and Institutions Code in the State of California tasks the Human Services Agency with responding to child abuse allegations, assessing the risk to the child and siblings, and ensuring the protection of the children.

The Human Services Agency, Family and Children's Services will provide the following services:

- (a) Receiving referrals of allegations of abuse of a child; provided, however, that the San Francisco Police Department, Juvenile Division must also be included in all allegations of Severe Physical Abuse. HSA will notify the Juvenile Division when responding to an allegation of Severe Physical Abuse. After receiving a referral, but before interviewing the child, the HSA worker will 1) review the CPS history, 2) interview the reporter, 3) if the referral requires an immediate response, contact the Juvenile Department or Operations Center according to the HSA Handbook, 4) fax a copy of the referral to the Juvenile Division per the Handbook, 5) respond within the two-hour response window even if the Juvenile Division Inspector is unable to respond, and 6) reconnect with the Juvenile Division Inspector if circumstances are more severe than originally anticipated. The HSA worker will contact the Juvenile Division from the field in order to relay the newly discovered details of the case and will not rely on the cross report of a new CPS report for the Juvenile Division notification. Finally, the HSA worker will defer to the judgment of the Juvenile Division on matters pertaining to interviewing the alleged perpetrator. SF Police Department may request that the HSA worker not interview the perpetrator.
- (b) Performing HSA record checks to determine any prior or current HSA Family and Children's Services involvement. The HSA worker may also check for an open case with CASARC.
- (c) Requesting a criminal record check by the SFPD on the alleged suspect and family members with access to the child/ren.

- (d) Conducting an *initial screening and field contact* in person with the child and sibling. The HSA worker will immediately contact the MDIC Coordinator and will arrange for the child/ren to be interviewed at the MDIC. A referral to the San Francisco MDIC is mandatory for all allegations of Severe Physical Abuse.
- (e) Sending necessary documents and information to the MDIC Coordinator via telephone, fax or email so the MDI can be scheduled and completed.
- (f) Working with the MDIC Coordinator to ensure the MDI is scheduled and completed.
- (g) Observing the MDI or conducting the MDI if trained as an Interviewer.
- (h) Collaborating with other MDIC Partners to determine if a medical examination is indicated.
- (i) Assessing the family's need for mental health services and referrals for individual and/or family counseling, parenting classes, or other services.
- (j) Filing a Dependency Petition when it is apparent from the investigation that a parent or legal guardian cannot protect the minor. The other MDIC Partners will assist the HSA worker with the Dependency Petition by providing recommendations.
- (k) Consulting with the MDIC Partners when appropriate.
- (l) Participating in the MDIC Case Review is required for all cases assigned to HSA, and encouraged for all other cases.
- (m) Participating in peer review procedures for training Interviewers.

3.5 SAN FRANCISCO POLICE DEPARTMENT, SPECIAL VICTIMS DIVISION
 SFPD investigates crimes against children and adolescents. SFPD will provide the following services:

- (a) Using SFPD criteria, assigning the appropriate investigator to alleged cases of felony child abuse, neglect, or molestation when notified by the CPS Hotline, patrol officers, a responding HSA worker, CASARC, and/or the MDIC Coordinator (after making a CPS report to the CPS hotline). Some cases will merit an immediate response by the on-call investigator.
- (b) Reporting any allegations to the CPS Hotline (using the SCAR form).
- (c) Coordinating with the MDIC Coordinator to schedule the MDI and sharing necessary information in advance of the MDI.
- (d) Collecting and preserving evidence.
- (e) Determining when there may be exigent circumstances that require an immediate in depth interview by the SFPD investigator, although the investigator will use best efforts to ensure a full MDI is conducted, versus a separate interview process. In rare cases where a separate interview is necessary, the recording of the interview will be provided to the appropriate

Signatories. After the interview, the child will be immediately referred to the MDIC for further services and support, and the investigator will work to ensure the child is brought to the MDIC.

- (f) Consulting with the DA and collaboration with other Signatories.

3.6 DEPARTMENT OF PUBLIC HEALTH, CHILD AND ADOLESCENT SUPPORT ADVOCACY AND RESOURCE CENTER, CASARC
DPH, CASARC will continue to provide the following services:

- (a) Space for the MDIC, including a conference room, waiting room for families, restroom, interview room, and observation room.
- (b) Interviewers for participation on the MDIC Team.
- (c) Scheduling and coordinating MDIC appointments in the absence of the MDIC Coordinator.
- (d) Supervision of Interviewers, in consultations with the MDIC Coordinator. This supervision, provided by the CASARC manager, will ensure that Interviewers receive appropriate training, certifications (CPR) and yearly review.
- (e) An examination room and services at San Francisco General Hospital, allocated for child sexual abuse examinations 24 hours a day/7 days per week, and compliant with SFGH and Joint Commission requirements.
- (f) Forensic medical services, provided 24 hours a day/7 days per week in conjunction with the Rape Treatment Center at SFGH, for sexual assault victims who are under eighteen years of age.
- (g) Consultations by the Medical Director with the medical team when a second opinion is needed regarding findings in abused children, sexual transmission of infections, and current medical guidelines and recommendations from national professional organizations.
- (h) Assurance that medical providers meet SFGH Medical Staff and Joint Commission requirements.
- (i) Assurance that mental health services are available for acute psychiatric issues that occur during or following a MDI.
- (j) Weekly review of all MDIC cases to ensure that each child has been assessed for mental health services. The CASARC mental health team will either provide the mental health services or make appropriate referrals.
- (k) DPH will consider providing additional services at the CAC after its launch.

3.7 SAN FRANCISCO CHILD ABUSE PREVENTION CENTER
SFCAPC, responding to the request of the MDIC Partners, and as recommended by the Western Region of CACs and the California Chapter of CACs, will endeavor to develop a fully-accredited, co-located CAC with comprehensive support services for children and families in two stages as follows:

- (a) Supporting the ongoing work of the current MDIC, SFCAPC will continue to convene meetings, advocate for needed changes in policy and procedure of the MDIC, and fundraise for agreed-upon training costs associated with operating the MDIC, with the goal of improving coordination among MDIC Partners to increase use of the current MDIC.
- (b) SFCAPC will act as Lead Agency toward the development and oversight of a fully accredited CAC, and will coordinate the work of the CAC after it opens. SFCAPC will collaborate with other Signatories to deliver CAC services. In leading the development of the CAC, SFCAPC has developed a business plan with support from Signatories for potential funders of the CAC and will have the following additional responsibilities:
- Work with MDIC Partners to develop a shared vision and decision-making process for the CAC.
 - Seek a new facility appropriate for CAC programs and accreditation.
 - Develop and implement, with help from other Signatories, a revenue generation plan in support of a CAC.
 - Oversee the development of and compliance with the CAC protocols and this MOU, with the help of the MDIC Coordinator and other MDIC Partners.
 - Provide planning staff and other necessary staffing to advance the services of the accredited CAC.

After the opening of the planned CAC, SFCAPC intends to:

- Provide oversight and ensure full accreditation of the CAC.
- Ensure ongoing compliance with the CAC protocols and this MOU.
- Seek appropriate staffing, in collaboration with MDIC Partners, for mental health, victim support/case management, childcare, administration and fund development services for the CAC.
- Educate and advocate with policy makers and opinion leaders regarding the evolution of the CAC.

ARTICLE 4: GOVERNANCE, STRUCTURE AND STAFF

4.1 MDIC ADVISORY COMMITTEE

The MDIC Advisory Committee ("MDIC Advisory Committee") (formerly the Service Delivery Team and the MDIC Policy/Oversight Committee) includes MDIC Partner representatives who will represent the MDIC to their respective agency's management. The group establishes and revises MDIC policy and ensures that the MDIC MOU and guidelines are followed, and discusses ways to improve the efficacy of the MDIC. This group meets monthly on the second Tuesday of the every month from 12:30 p.m.-2:00 p.m., unless otherwise specified by the MDIC Coordinator. At least one participant from

each Signatory agency shall attend these meetings. The MDIC Coordinator is responsible for scheduling and convening these meetings. Any MDIC Partner may request an urgent MDIC Advisory Committee meeting by contacting the MDIC Coordinator.

4.2 MAYOR'S CHILD SEXUAL TRAUMA ADVISORY COMMITTEE

The Mayor's Child Sexual Trauma Advisory Committee ("MCSTAC") includes representatives from organizations that serve children and families in San Francisco and that focus on trauma issues. MCSTAC meets quarterly (January, April, July, October on the fourth Tuesday of every month from 12:30p.m.-2:00 p.m. unless otherwise designated by SFCAPC) to discuss interventions and programs that benefit our community. The committee supports the work of the MDIC by providing cross training, sharing information regarding relevant services, and providing input to the MDIC Advisory Committee. SFCAPC will continue to schedule and convene these meetings and to communicate with MCSTAC members to develop the committee's agenda.

4.3 MDIC TEAM

For each case, the MDIC Team consists of the SFPD Inspector, the CPS Worker, the Assistant District Attorney, the Victim Advocate, the Medical Provider, the MDIC Coordinator/ Interviewer, and the Mental Health Provider ("MDIC Team"). The MDIC Team is responsible for the investigation of suspected child abuse and the provision of referrals for appropriate medical, safety and mental health services in compliance with Article 3 of the MOU

4.4 MDIC COORDINATOR

The MDIC Coordinator will plan, organize, and coordinate the daily operations of the MDIC, including:

- (a) Monitoring the participation of agencies to ensure maintenance of and adherence to negotiated protocols.
- (b) Planning and facilitating the MDIC Team meetings.
- (c) Accepting and acting upon complaints regarding MDIC services.
- (d) Disseminating information to the community and agencies regarding the goals and activities of the MDIC.
- (e) Recommending policies to the MDIC Advisory Committee and its members.
- (f) Serving as a liaison and promoting working relationships among MDIC Partners.
- (g) Ensuring that MDIs are completed with sensitivity to children's developmental and emotional needs and the investigative and assessment needs of the MDIC Partners.
- (h) Facilitating both peer review and case review meetings and attending other meetings, as requested.
- (i) Establishing and following procedures for managing daily operations.

- (j) Scheduling the use of the interview room and ensuring the necessary equipment is functional (and if necessary, operating equipment during MDIs).
- (k) Providing MDIC reporting data to the City and County administrators and the MDIC Advisory Committee, MSTAC, and funding agencies.

4.5 FORENSIC INTERVIEWERS

Interviewers, with appropriate training compliant with the NCA accreditation standards, will conduct all MDIs at the MDIC.

ARTICLE 5: OPERATIONS AND PROCEDURES

5.1 FACILITY AND LOCATION

The MDIC is currently housed at the CASARC Offices located at 995 Potrero Avenue (San Francisco General Hospital) in Building 80 between 21st and 22nd Streets. The MDIC itself is located in the basement of Building 80. The offices, interview room, observation room, storage room, restroom, kitchen, waiting/play area, conference room and clerical workspace are housed within the basement area and shared with other services. MDIC Partners provide digital and recording equipment at this location. The interview room is designed so that third parties can observe the interview of the child unobtrusively.

Directions to MDIC

The MDIC is currently house at the CASARC Offices which are located at 995 Potrero Avenue (San Francisco General Hospital) in Building 80 between 21st and 22nd Streets. The MDIC itself is located in the Basement of Building 80.

5.2 REFERRAL TO THE MDIC

Only individuals under the age of 18 or an adult with a developmental disability may be referred to the MDIC. The alleged incident must have occurred in San Francisco, except as set forth in Section 5.4 below. All MDIC Partners agree to refer all Referral Category A cases to the MDIC for a MDI. In cases of other forms of child maltreatment, including Referral Category B cases, individuals may be referred to MDIC for services. Signatories are committed to further addressing Referral Category B through the multidisciplinary process as the Child Advocacy Center evolves.

5.3 INTERVIEW PROCEDURES FOR IN-COUNTY CASES

- (a) HSA (Child Protective Services), CASARC, or SFPD will initiate MDIC referrals. The MDIC Coordinator determines whether a MDI is appropriate pursuant to the requirements of this MOU, and schedules the MDI. With the goal of maximizing the number of cases treated with a MDI, each MDIC Partner agrees to contact the MDIC Coordinator with any questions or concerns regarding whether a case meets the MDI criteria.
- (b) Any MDIC partner may consult with the Assistant District Attorney prior to scheduling the MDI.

- (c) If a MDI is indicated, an initial screening interview to assess language capability and obtain an initial limited disclosure shall be completed by HSA, the police, or CASARC, and continued for a MDI. Children or adults with limited language ability may be referred for a MDI. The team will resolve any capacity issues on a case-by-case basis.
- (d) The MDI process prioritizes a multidisciplinary response. To that end, the MDIC Coordinator shall use best efforts to schedule the MDI appointment at a time that each representative from each agency on the case team is present.
- (e) The MDIC Coordinator shall promptly notify all MDIC Partners of MDIC appointments
- (f) Outside regular business hours:
 - If a child was just victimized, SFPD will decide whether the interview will occur immediately or the next business day (See SFPD responsibilities above for further direction). HSA shall consult with SFPD prior to scheduling after-hours interviews.
 - SFPD shall call the CPS hotline with the referral as soon as possible, and will fax over the report. Non-offending parents should be informed of services available at CASARC and the MDIC by SFPD. In the case of urgent mental health concerns, outside of regular business hours, SFPD and HSA shall follow their respective agency protocols.
 - CASARC shall evaluate the urgency and need for a forensic medical examination based on best-practice standards and will schedule it as appropriate.

5.4 INTERVIEW PROCEDURES FOR OUT-OF-COUNTY CASES

If requested and authorized by the SFPD and observed by SFPD, the MDIC may provide a MDI for out of county cases as follows:

- (a) If the alleged abuse occurred outside of San Francisco, SFPD and/or CPS shall send the referral to the other jurisdiction's police and or/CPS agency. The other jurisdiction's police agency may decide to handle the case itself, send a police official and/or CPS representative to participate in a San Francisco MDI, and/or ask SFPD to conduct the MDI as a courtesy.
- (b) Responsibilities of MDIC Partners in out-of-county cases are as follows:
 - SFPD shall participate in a MDI on a matter outside of its jurisdiction if the remote law enforcement agency so requests, or if SFPD is the lead agency in a multiple jurisdictional matter.
 - HSA shall coordinate the MDI with SFPD. CPS may observe the MDI in either jurisdiction, or may request the MDIC videotape for viewing and use in Dependency Court action.
 - If SFPD conducts a MDI for an out-of-county case, CASARC shall conduct a medical exam, as appropriate based on best-practice standards.

- San Francisco's Office of the District Attorney shall observe the MDI if the out-of-county jurisdiction fails to send its own District Attorney representative.
- All collected evidence shall be provided to SFPD, who shall promptly book it for safekeeping. A law enforcement representative from the jurisdiction from where the crime is being prosecuted shall be responsible for picking up and transporting said evidence to their home jurisdiction.

5.5 CASE REVIEW

Case Review meetings will be held every third Wednesday of the month, from 10:30a.m.-12:30p.m., for team collaboration, treatment planning, and informal cross training. Case review meetings will occur unless specifically cancelled by the MDIC Coordinator.

The MDIC Coordinator will select cases for review, including very difficult cases, cases with significant collaborative issues, or cases where ongoing treatment planning is particularly important or difficult. Any staff person may present a case for review by requesting the MDIC Coordinator to include the case on the agenda.

The MDIC Coordinator will send out a notice regarding which cases or issues will be reviewed at the upcoming meeting, and will maintain a record of each meeting.

The MDIC Team shall attend case review meetings when their own cases are on the agenda. Representatives from other MDIC Partners are encouraged to attend all meetings.

5.6 PEER REVIEW

The MDIC will provide opportunities, for those who conduct medical evaluations and MDIs, for peer review and ongoing training in compliance with NCA standards and as follows:

- (a) *Medical Exams – Continuous Quality Assurance:* The Medical Director will consult with the medical team when a second opinion is needed regarding findings in abused children, sexual transmission of infections and current medical guidelines and recommendations from national professional organizations.

All medical evaluations will be subject to ongoing monthly peer review under the direction of the Medical Director. The medical team will review the CalEma medical evaluation form and the photo documentation on each case that receives a medical examination, and will complete a photo review form.

Each medical provider will receive ongoing education in the field of child physical and sexual abuse consisting of a minimum of 33 hours per every 2 years of Continuing Education Unit/CME credits.

- (b) *Forensic Interviews:* All Interviewers conducting MDIs shall meet the first Wednesday of every month from 10:30a.m.-12:30a.m. with the Assistant District Attorney to review a MDI and provide feedback and suggestions for improved interviewing technique. Criteria for selection of MDIs to be

reviewed include difficult cases, suggestions by Interviewers/ Assistant District Attorney, or rotation if no other case takes precedence.

5.7 FISCAL MANAGEMENT

SFCAPC shall be the fiscal agent for all funds granted directly to or for the purposes of the MDIC except in such cases where the funder/grantor entity requires a government applicant. SFCAPC's status as fiscal agent shall not impact Signatories' own internal budgetary decisions. Fiscal management shall be reviewed at such time as a new MOU is developed for the CAC.

5.8 CONFIDENTIALITY

Protection of children's confidentiality is centrally important to the work of the MDIC. As such, all Signatories will abide by HIPAA requirements, as appropriate, and their own agency and professional confidentiality requirements.

Collaboration is also critical to a successful MDIC. Signatories will communicate whenever possible on MDIC cases. Signatories are allowed to share information based on California Welfare and Institutions Code and California Evidence Code that govern the meetings of multidisciplinary teams (California Evidence Code §1157.6 and California Welfare and Institutions Code §4070, 4071, and 5328).

Confidentiality will be of particular importance to the future CAC. Guided by the principles of protecting confidentiality while promoting collaboration, confidentiality guidelines will be revisited when a new MOU is created to develop and/or govern the CAC.

5.9 CULTURAL COMPETENCY

San Francisco has a diverse population. The City and County of San Francisco has strict policies that require Signatories to ensure that all clients are treated with respect and dignity. The Signatories will consider culture, language, and other forms of diversity during investigations, the provision of services, and outside referrals.

The MDIC not only respects each Signatory's policies, practices and procedures related to cultural competency; MDIC Partners will comply with the MDIC's own guidelines for cultural competency and diversity, including:

- (a) No person shall be denied MDIC services on the basis of ethnicity, religion, ability, sexual orientation, or gender identification.
- (b) The MDIC Partners will use reasonable efforts to interview individuals in their native or strongest language. The MDIC utilizes member agency bilingual staff or interpreters from San Francisco General Hospital and other agencies to provide translation services for MDIs.
- (c) MDIC Team members shall receive ongoing training in diversity sponsored by an individual agency, the MDIC, a state funded training center, other recognized programs, or Signatories.
- (d) The MDIC Partners agree to consider diversity issues in each case.

- (e) Development of cultural competency and increased diversity among MDIC Team members will continue to be of central importance in the development of a future CAC.

5.10 TRAINING AND OUTREACH

The MDIC Partners agree to provide training for new law enforcement officers, social workers, nursing staff, and mental health clinicians.

Professionals operating in the MDIC and future CAC will comply with the training requirements of their own agencies and the NCA accreditation standards.

ARTICLE 6: CONFLICT RESOLUTION, TERM, AND MISCELLANEOUS

6.1 MANAGING

The Signatories agree that any decisions that significantly impact the function of the MDIC shall be brought to the MDIC Advisory Committee for discussion.

6.2 TERM AND TERMINATION

This MOU will have an initial term of three (3) years from the Effective Date. After the initial term, the MOU will automatically renew for additional twelve (12) month periods unless any Signatory provides notice of termination to all the other Signatories at least sixty (60) days prior to the termination of the initial term or any renewal term, as applicable. This MOU can be modified or amended based on the written agreement of all Signatories.

6.3 MISCELLANEOUS

This MOU may not be amended or modified except by a written instrument signed by the Signatories. The validity and performance and construction of the terms and conditions of this MOU shall be governed by the laws of the State of California, without reference to conflict of law provisions. This MOU constitutes the entire and exclusive agreement among the Signatories hereto with respect to the subject matter hereof and supersedes and cancels all previous registrations, agreements, commitments and writings among the Signatories in respect thereof. Nothing in this MOU will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Signatories. No Signatory has any express or implied authority to assume or create any obligations on behalf of any other Signatory or to bind any other Signatory to any contract, agreement or undertaking with any third party. This MOU is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this MOU or any of the transactions contemplated by this MOU. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this MOU.

ARTICLE 7: DEFINITIONS

“CAC” means a Child Advocacy Center accredited by the NCA.

“CAO” means the Office of the City Attorney of San Francisco.

“CASARC” means the Child and Adolescent Support Advocacy and Resource Center, a department of the DPH.

“CEU” means Continuing Education Unit.

“Dependency Petition” means a petition filed pursuant to Welfare and Institution Code 300.

“CME” means Continuing Medical Education.

“Effective Date” means September 1, 2010.

“HIPAA” means the Health and Insurance Portability and Accountability Act of 1996 Privacy and Security Rules.

“HSA Handbook” means the handbook that guides HSA workers in their investigation. Please request a copy from HSA for further details.

“Interviewer” means the person, trained in accordance with NCA accreditation standards, who conducts the MDI.

“MCSTAC” means the Mayor’s Child Sexual Trauma Advisory Committee.

“MDI” means a multidisciplinary forensic interview.

“MDIC” means the San Francisco Multidisciplinary Interview Center.

“MDIC Advisory Committee”, formerly known as the Service Delivery Team and the MDIC Policy/Oversight Committee, means the committee comprising representatives from each of the Signatories and responsible for overseeing the MDIC.

“MDIC Coordinator” means the individual primarily responsible for planning, organizing and coordinating the daily operations of the MDIC.

“MDIC Team” means, for each case referred to the MDIC, the inspector, the CPS worker, the assistant district attorney, the victim advocate, the person who performed the medical exam, the MDIC Coordinator/ Interviewer, and the mental health provider.

OFFICE OF THE CITY ATTORNEY OF SAN FRANCISCO

By: ~~_____~~ *[Signature]*
Name: *Demil Huma*
Title: *City Attorney*
Date: *8/30/10*

DEPARTMENT OF PUBLIC HEALTH

By: _____
Name: _____
Title: _____
Date: _____

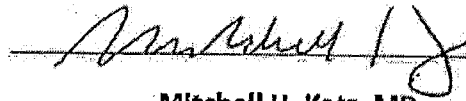
OFFICE OF THE DISTRICT ATTORNEY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____
Date: _____

OFFICE OF THE CITY ATTORNEY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF PUBLIC HEALTH

By:  _____
Name: **Mitchell H. Katz, MD**
Title: **Director of Health**
Date: **17 August 2010**

OFFICE OF THE DISTRICT ATTORNEY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____
Date: _____

OFFICE OF THE CITY ATTORNEY OF SAN FRANCISCO

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF PUBLIC HEALTH

By: _____

Name: _____

Title: _____

Date: _____

OFFICE OF THE DISTRICT ATTORNEY OF SAN FRANCISCO

By:  _____

Name: Kamala D. Harris

Title: District Attorney

Date: August 20, 2010

HUMAN SERVICES AGENCY OF SAN FRANCISCO

By: Trent E. Rhorer
Name: TRENT E. RHORER
Title: Executive Director
Date: 9-17-10

SAN FRANCISCO CHILD ABUSE PREVENTION CENTER

By: _____
Name: _____
Title: _____
Date: _____

SAN FRANCISCO POLICE DEPARTMENT

By: _____
Name: _____
Title: _____
Date: _____

HUMAN SERVICES AGENCY OF SAN FRANCISCO

By: _____

Name: _____

Title: _____

Date: _____

SAN FRANCISCO CHILD ABUSE PREVENTION CENTER

By: [Signature]

Name: KATHY AVALOS

Title: PROSECUTOR

Date: 8/30/10

SAN FRANCISCO POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

Date: _____

HUMAN SERVICES AGENCY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____
Date: _____

SAN FRANCISCO CHILD ABUSE PREVENTION CENTER

By: _____
Name: _____
Title: _____
Date: _____

SAN FRANCISCO POLICE DEPARTMENT

By: _____
Name: George Gascón
Title: Chief of Police
Date: 10-28-10



COMMERCIAL PROPERTIES, INC.

1234 Mariposa Street • San Francisco • CA 94107

Dear San Francisco Board of Supervisors,

By way of introduction, my name is Jay Cahan and I am the CEO of HC&M Commercial Properties, Inc., a real estate brokerage company located in the Potrero neighborhood of San Francisco. My company, which provides commercial real estate brokerage services, has sold or leased 6 condo units over the years in the 3450 Third Street complex. San Francisco has been the home of HC&M Commercial Properties, Inc. for 18 years.

Part of our responsibility is to inform clients of things that affect the value of their property. The recent zoning change which converted the 3450 Third Street property from M-1 to PDR-2 disallowed some of the office uses within the project (those over 5,000 square feet) even though several of the condos (along Third Street) were clearly built as office buildings in the 80's when they were constructed. This zoning change could severely affect the value of these 'office' buildings and limit their useability for those that fall under the PDR plan. Supervisor Cohen has introduced legislation that would allow all of the originally intended uses for both types of condos within the project -- both light industrial and office -- to continue to occur at 3450 Third Street and I write to urge you to support this legislation.

On a separate note, I'm personally thrilled that a program such as the Children's Advocacy Center run by SFCAPC and the Center for Youth Wellness has located in the 3450 Third Street condo complex and has garnered support for this rezoning initiative. I personally am a donor to the organization and I'm moved by their commitment to San Francisco's most vulnerable children and am struck by the desire to engage the full community in their work from kids, to parents, to schools, to the neighbors at 3450 3rd Street.

In conclusion, I urge you to support Supervisor Cohen's legislation that solves the existing zoning issues, allowing the many long standing businesses to operate at 3450 Third Street in a legally conforming condition. It will also simultaneously allow the use of this existing office property for a wonderful local not for profit agency that I support (both the SFCAPC and the CYW).

Thank you for your time and help!

Sincerely,

Jay Cahan
CEO
HC&M Commercial Properties, Inc.
(415) 865-6102 (direct)
(415) 867-4040 (cell)

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2012 JAN 26 AM 8:03
BY dlu

24th January 2012

Dear San Francisco Board of Supervisors,

By way of introduction, my name is Michael Ching and I am the managing member of 1238 Sutter Street, LLC, a property holding company that owns several San Francisco commercial properties including two units at 3450 Third Street complex. I am a former resident of San Francisco and have developed and grown a number of businesses over the years that have employed (and continue to employ) many San Francisco residents.

The recent zoning change which converted the 3450 Third Street property from M-1 to PDR-2 disallowed some of the office uses within the project (those over 5,000 square feet) even though several of the condos (along Third Street) including the two units I own, were clearly built as office buildings in the 80's when they were constructed. This zoning change could severely affect the value of my 'office' buildings and limit their usability for me to lease them to San Francisco businesses that employ folks from in and around the surrounding area. Supervisor Cohen has introduced legislation that would allow all of the originally intended uses for both types of condos within the project -- both light industrial and office -- to continue to occur at 3450 Third Street and I write to urge you to support this legislation.

On a separate note, I'm personally thrilled that a program such as the Children's Advocacy Center run by SFCAPC and the Center for Youth Wellness has located in the two units that I own at the 3450 Third Street condo complex and they have taken it upon themselves to garner support for this rezoning initiative. I am excited about their long term commitment to the area and my building and I'm especially moved by their commitment to San Francisco's most vulnerable children. Their desire to engage the full community in their work from kids, to parents, to schools, to the neighbors at 3450 3rd Street kept me focused on their cause and kept me from leasing my building to someone else when negotiations for the lease lasted over a year.

In conclusion, I urge you to support Supervisor Cohen's legislation that solves the existing zoning issues, allowing the many of the office owners and users at 3450 Third Street to remain there in a legally conforming condition. It will also simultaneously allow the use of my existing office property for a wonderful local not for profit agency that I support (both the SFCAPC and the CYW).

Thank you for your time and help!

Sincerely,



Michael Ching
Managing Member
1238 Sutter Street, LLC
1310 Lakeview Drive
Hillsborough CA 94010
(415) 867-3030 (cell)
(415) 931-2222 (office)

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2012 JAN 26 AM 8:04
all

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BOARD OF SUPERVISORS
SAN FRANCISCO

2012 JAN 26 AM 8:04

all

MINDFUL INVESTMENTS LP
111 TOWNSEND STREET
SAN FRANCISCO CA. 94107
415 793 3200

January 21, 2012

Letter of Support – for Zoning Change at 3450 3rd Street

Dear San Francisco Board of Supervisors,

By way of introduction, my name is Ronaldo Cianciarulo and I am the President of Kenji Corporation who is the General Partner of Mindful Investments is owner of a 10,700 sq. ft. Office Condominium located at 3450 3rd Street, Unit 1 C in the Bayview neighborhood of San Francisco. [I am also a resident of San Francisco residing at 325 China Basin Street San Francisco. Mindful Investments LP, which provides Real Estate Services, investment and property management , has been located in San Francisco for 10 years.

Until recently, I was not aware of the zoning changes which convert my property from M-1 to PDR-2 and was very concerned when I learned about them This change is extremely difficult as it no longer allows the use for which this property was built for to function as it was specifically built for offices. Fortunately, Supervisor Cohen has introduced legislation that would allow all of my uses -- both light industrial and office -- to continue to occur in my property and I write to urge you to support this legislation. Our HOA was also pleased is also supportive of this rezoning legislation.

On a separate note, I'm personally thrilled that a program such as the Children's Advocacy Center run by SFCAPC and the Center for Youth Wellness has located in condo complex and has garnered support for this rezoning initiative. I'm moved by their commitment to San Francisco's most vulnerable children and am struck by the desire to engage the full community in their work from kids, to parents, to schools, to our neighbors here at 3450 3rd Street.

In conclusion, I urge you to support Supervisor Cohen's legislation that solves our existing zoning issues, allowing our businesses to operate and simultaneously allows the use of this existing office property for a service as compelling as the one provided by SFCAPC and the CYW.

Sincerely

Ronaldo Cianciarulo
President, Kenji Corporation, General Manager



THE GIFT OF EQUITY

DATE: 1/21/12
RE: Letter of Support

Dear San Francisco Board of Supervisors,

By way of introduction, my name is Lance Lee and I am the CEO of OneShare and College Rocket, companies located at 3450 3rd Street, Unit 1D in the Bayview neighborhood of San Francisco. I am also a resident of San Francisco residing in the Cole neighborhood. My company, which provides online financial gifting, has been located here for 5 years.

Until recently, I was not aware of the zoning changes which convert my property from M-1 to PDR-2 and was very concerned when I learned about them. This change is extremely difficult for my business as the work I do is no longer allowable in my own space. Fortunately, Supervisor Cohen has introduced legislation that would allow all of my uses -- both light industrial and office -- to continue to occur in my property and I write to urge you to support this legislation. Our HOA was also pleased is also supportive of this rezoning legislation.

On a separate note, I'm personally thrilled that a program such as the Children's Advocacy Center run by SFCAPC and the Center for Youth Wellness has located in condo complex and has garnered support for this rezoning initiative. I'm moved by their commitment to San Francisco's most vulnerable children and am struck by the desire to engage the full community in their work from kids, to parents, to schools, to our neighbors here at 3450 3rd Street.

In conclusion, I urge you to support Supervisor Cohen's legislation that solves our existing zoning issues, allowing our businesses to operate and simultaneously allows the use of this existing office property for a service as compelling as the one provided by SFCAPC and the CYW.

Sincerely,
Lance Lee
Lance Lee
CEO

OneShare.com

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SAN FRANCISCO
2012 JAN 26 AM 8:04
BY *all*

File No: 111078



Congress of African-American Organizations

150 Executive Park Blvd., Suite 2800, San Francisco, CA 94134
Telephone (415) 468-5100 Fax (415) 468-5104

EXECUTIVE COMMITTEE:

Jimmy Loyce
Black Coalition on AIDS

Jacob Moody
Bayview Hunters Point Foundation
for Community Improvement

Tempi Priestly
Renaissance Parents of Success

Takai Tyler
Hunters Point Family

Shamann Walton
Young Community Developers

MEMBERSHIP ORGANIZATIONS:

Booker T. Washington
Community Service Center

Brothers Against Guns

Economic Opportunity Council

Family Restoration House

Inner City Youth

San Francisco Housing Development
Corp. /Osiris

Sojourner Truth Foundation

Tabernacle Community Development
Corporation

Westside Community Services

Black Coalition on AIDS

Young Community Developers

Renaissance Parents of Success

Hunters Point Family

Bayview Hunters Point Foundation
for Community Improvement

December 29, 2011

Supervisor Eric Mar, Chairperson Land Use Committee
Supervisor Malia Cohen, Member Land Use Committee
Supervisor Scott Weiner, Member Land Use Committee
City Hall, Room 244,
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Dear Committee Members,

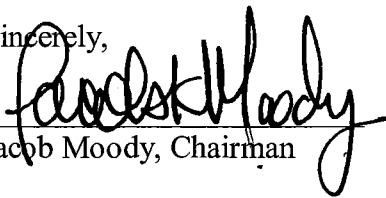
The Congress of African-American Organizations is in total support of the request for a zoning change proposed by the Bayview Child Health Center to rezone their proposed new facility at 4350 Third Street to allow for the delivery of medical services on site. The Congress sees the proposed facility and the co-location of three programs, the health center, the Child Advocacy Center and the Center for Youth Wellness as a great asset to this community and a potentially robust partner in the delivers of services and improvement in the quality of life for all children in this neighborhood and across the city.

Dr. Nadine Burke-Harris as become a significant resource in Bayview Hunters Point and a willing and knowledgeable partner in the relief of suffering for children and families. Her work and the work of her colleagues have helped to change this community for the better.

The Congress understands the need for the PDR-2 designation as it helped guard the unique character of this community. However, in this case, the restrictions it enacts will actually have a detrimental effect on people in need.

Thanks you for your consideration of our support of this project.

Sincerely,


Jacob Moody, Chairman

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SAN FRANCISCO
2012 JAN -4 PM 3:11
KSC



Sutter Pacific
Medical Foundation

A Sutter Health Affiliate

With You. For Life.

Please Sign to Show Your Support for the Bayview Child Health Center!

Dear Elected Official:

The Bayview Child Health Center provides necessary, high-quality healthcare to children in the Bayview and Hunters Point community. Serving over 1,200 children a year, the clinic's current location is much too small to accommodate all the needs of youth in the community.

The Bayview Child Health Center, in partnership with the Center for Youth Wellness (a new health and wellness organization), has secured a much larger space in a nearby facility (Third Street north of Evans Street). The relocation and expansion, slated for 2012, will allow the clinic to double in size, serve over 2,100 children with medical care and provide children and their families with mental health, case management, holistic wellness, family support and other services, all under one roof. In order to achieve this dream and locate in its new space, the Bayview Child Health Center facility needs to be re-zoned.

I am signing this letter to express my strong support for the relocation and expansion of the Bayview Child Health Center.

The Staff of
The Bayview Child
Health Center

Would you be willing to
show your support for
BCHC at a City hearing?

Hearing dates are Dec. 15th from 2pm-8pm or Jan. 9th from 12:30-5pm at City Hall. If yes, please indicate which date/s work best for you and we'll contact you with more info.

Name

Address and Phone/Email

MONICA NAYAKWADI SINGER	759-A Portola Street	917.273.0623/navakwad@gmail.com
SARAH HEMMER	66 Bronte St.	312.953.1094/shemmer78@hotmail.com
Sharon Ampeross	Winton Ave	415.997.6431/kamp@comcast.net
Shannon Holmes	3100 Angler Oakland, CA 94619	(415) 240.2367
Janice Bridges	13321 159th Ave San Leandro CA 94578	(910) 326-1410 jbridges59@y
Jessica Murphy	239 Macdonald Ave	415 424-6950 angel21my0yat
Walter Parka	775 Albany St. S. SF CA 94117	(415) 682-8911 orb@whitebutter.com

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO LAND USE & ECONOMIC DEVELOPMENT COMMITTEE

NOTICE IS HEREBY GIVEN THAT the Land Use and Economic Development Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

- Date:** Monday, January 23, 2012
- Time:** 1:00 p.m.
- Location:** Committee Room 263 located at City Hall, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA
- Subject:** File No. 111078. Ordinance amending the San Francisco Planning Code Section 249.42 to: 1) allow outpatient medical care clinics; 2) amend Zoning Map Sheet 8 SU of the San Francisco Planning Code to add parcels in Block No. 5211, Lot Nos. 29 through 54 to the India Basin Special Use District and remove the parcel in Block No. 5211, Lot No. 28 from the Design and Development Special Use District and add it to the India Basin Special Use District; and 3) make environmental findings and findings of consistency with general plan.

In accordance with Section 67.7-1 of the San Francisco Administrative Code, persons who are unable to attend the hearing on these matters may submit written comments to the City prior to the time the hearing begins. These comments will be made a part of the official public records in these matters, and shall be brought to the attention of the Members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, Room 244, City Hall, 1 Dr. Carlton Goodlett Place, San Francisco, 94102. Information relating to this matter is available in the Office of the Clerk of the Board and agenda information relating to this matter will be available for public review on Friday, January 20, 2012.

A handwritten signature in black ink, appearing to read "Angela Calvillo".

Angela Calvillo, Clerk of the Board

DATED: January 11, 2012
POSTED/MAILED: January 12, 2012