

1 [Administrative Code - Department of Public Health Leasing of Equipment]

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3 **Ordinance amending the Administrative Code to authorize the Department of Public**
4 **Health to enter into operating leases for equipment.**

5 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
6 **Additions to Codes** are in *single-underline italics Times New Roman font*.
7 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
8 **Board amendment additions** are in double-underlined Arial font.
9 **Board amendment deletions** are in ~~strikethrough Arial font~~.
10 **Asterisks (* * * *)** indicate the omission of unchanged Code
11 subsections or parts of tables.

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

13 Section 1. The Administrative Code is hereby amended by revising existing Section
14 15.104, and renumbering it as 21.43, to read as follows:

15 **SEC. ~~15.104~~ 21.43. MEMBERSHIP IN UNIVERSITY HEALTHSYSTEMS**
16 **CONSORTIUM AND UNIVERSITY HEALTHSYSTEMS CONSORTIUM SERVICES**
17 **CORPORATION.**

18 The Director of Health is hereby authorized to apply and pay for membership of the
19 Department of Public Health ("DPH") in the University HealthSystems Consortium and the
20 University HealthSystems Consortium Services Corporation. Upon obtaining membership, ~~the~~
21 ~~Department of Public Health~~ DPH is authorized to utilize all services provided by the University
22 HealthSystems Consortium and the University HealthSystems Consortium Services
23 Corporation including, but not limited to, the Purchasing Program and the clinical and financial
24 databases. The Director of Health is authorized to enter into and execute written agreements
25 on behalf of the City and County of San Francisco with the University HealthSystems
26 Consortium and the University HealthSystems Consortium Services Corporation. The Director
27 of Health is also authorized to enter into and execute written agreements, including operating

1 lease agreements for equipment, and execute purchase orders on behalf of the City and County
2 of San Francisco with suppliers of goods and materials, and/or finance entities affiliated with
3 those suppliers, selected by the University HealthSystems Consortium Services Corporation
4 through its competitive bidding process. Said agreements and purchase orders shall be
5 governed by the terms of the University HealthSystems Consortium Services Corporation's
6 standard terms and conditions. DPH may consult with the Office of Public Finance on agreements
7 to which a supplier's finance entity is a party.

8 Section 2. Effective Date. This ordinance shall become effective 30 days after
9 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
10 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
11 of Supervisors overrides the Mayor's veto of the ordinance.

12 Section 3. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
13 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
14 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal
15 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment
16 additions, and Board amendment deletions in accordance with the "Note" that appears under
17 the official title of the ordinance.

18 APPROVED AS TO FORM:
19 DENNIS J. HERRERA, City Attorney

20 By: 
21 VIRGINIA DARIO ELIZONDO
22 Deputy City Attorney

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University HealthSystem Consortium

2001 Spring Road, Suite 700 Oak Brook, IL 60523-1890 Phone: 630/954-1700 Fax: 630/954-4730

Member Agreement

Membership type Member

Please print or type

Identification

San Francisco General Hospital medical Center Institution Name (this name will be used on all printed materials listing UHC members)

1001 Potrero Avenue, Suite 2A5

Street

San Francisco, CA 94110

City

State

Zip Code

Affiliations

Please list affiliations with other group purchasing organizations, multihospital consortia, alliances, buying groups, or systems (i.e. Premiere, VHA, Consorta, etc.):

None

Group Purchasing

This section applies to each Member that is or will be participating in the UHC and/or Novation LLC Group Purchasing Program. By executing this Agreement, Member:

- Authorizes UHC (and its agents, including Novation) to act as its purchasing agent.
• Understands and agrees that UHC receives fees ("Fees") from suppliers and distributors ("Vendors") based on Member's purchases under UHC or Novation contracts ("Contracts") and may furnish certain administrative and promotional services to such Vendors.
• Understands and agrees that except as noted herein, each Contract provides for Fees that are fixed at three percent or less of the purchase price of the goods or services covered by the Contract; and that with respect to Contracts providing for Fees that are not so fixed, Member:
1) will receive a report indicating the Fees that UHC may receive from each Vendor under each such Contract ("Fee Report"); and
2) will receive timely updates to the Fee Report ("Fee Report Updates") for all such Contracts that are executed after the Fee Report is generated.
• Understands and agrees that UHC shall provide Member with an annual report ("Sales and Revenue Report") listing: (1) Member's purchases under each Contract; and (2) the Fees received from Vendors based on such purchases.

The Fee Report, the Sales and Revenue Report and all Fee Report Updates shall be automatically incorporated herein by reference. If Member is considering purchasing under a Contract that is not listed on the Fee Report or a Fee Report Update, or if Member otherwise needs any Fee or other information relating to any Contract, Member may contact UHC's Vice President of Finance at 630/954-1700.

Member hereby authorizes UHC to send the Fee Report, all Fee Report Updates, and all annual Sales and Revenue Reports to Member's Chief Financial Officer.

Please note that to the extent Member receives or earns discounts, rebates, incentives or any other price reductions (such as manufacturer incentives or patronage dividends) as a result of purchases made

under UHC's Group Purchasing Program, Member may have an obligation to disclose such price reductions (as part of the cost reporting process, for example) to federal or state health care programs or other payors.

Signatures *Information submitted by:*

Gene Marie O'Connell
Name
Executive Administrator (415) 206-3517
Title
Gene O'Connell Telephone number
8/20/02
Signature of CEO or Superior Date

Mailing/Fax Information
Please return completed Agreement to:

Nancy DePaolo
Membership Services Coordinator
University HealthSystem Consortium
2001 Spring Rd, Ste. 700
Oak Brook, IL 60523-1890
Phone: 630/954-1201
Fax: 630/954-5926