



SAN FRANCISCO
GENERAL HOSPITAL
FOUNDATION

Memorandum of Understanding

This Memorandum of Understanding (MOU) between San Francisco General Hospital Foundation herein after called "Foundation" and the City and County of San Francisco Department of Public Health, herein after called "DPH", is made and entered into as of 11/24/2020.

PURPOSE AND SCOPE

The Purpose of this MOU is to identify the roles and responsibilities of each party as they relate to the disbursement of funds for expenses incurred in carrying out the purpose of the Kaiser Permanente gift agreement with San Francisco General Hospital Foundation, namely to support the EHR (Epic) integration into primary care clinics.

MOU TERMS

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The expected timeframe of the **Epic integration into primary care** begins November 1, 2019 and ends October 31, 2021.

DPH RESPONSIBILITIES UNDER THIS MOU

DPH is a sub-awardee under the Kaiser Permanente gift agreement, providing personnel resources to assist with carrying out the purpose of this gift, specifically for Epic license costs and implementation, software integration, and operational readiness.

The non-personnel expenses allowed are up to a maximum of \$4,545,455 between November 1, 2019 and October 31, 2021. There are no personnel expenses supported by this gift.

DPH shall comply with the Foundation Disbursement Request Policies and Procedures (Exhibit A). Any exceptions to the disbursement request procedures, including requests for advance payments, must be requested in advance and agreed upon in writing by the Foundation.

MODIFICATION AND TERMINATION

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

This agreement may be terminated with or without cause by either party upon 30 days prior written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.

Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

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

If the Kaiser Permanente budget of the current year or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Foundation shall have no liability to pay any funds whatsoever to DPH and DPH shall not be obligated to perform any provisions for which they are not reimbursed.

CONTACT INFORMATION

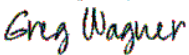
All notices hereunder shall be addressed to the other party as follows:

Gerry Chow
Vice President, Finance
San Francisco General Hospital Foundation
2789 25th Street, Suite 2028
San Francisco, CA 94110



Kim Meredith
Chief Executive Officer
San Francisco General Hospital Foundation
2789 25th Street, Suite 2028
San Francisco, CA 94110

Date: 11/24/2020

DocuSigned by:


SFDPH Authorized Signer
Greg Wagner
Chief Operating Officer
101 Grove Street, Suite 308
San Francisco, CA 94102

Date: 12/17/2020 | 3:18 PM PST

EXHIBIT A**Disbursement Request Policy and Procedure**

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

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

Salaries & benefits**Acc#	7500	Software	7524
Consultants	7510	Equipment/Remodeling	7530
Graphic Design	7511	Permits/Fees/Inspection	7532
Translation Services	7512	Meals/Refreshment	7540
Supplies	7520	Transportation & Lodging	7560
Incentives	7521	Conference & Training Fee	7570
Stipend	7522	Patient Assistance	7580
Printing	7523	Other (please specify):	7590

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

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

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

The disbursement form can be submitted several ways:

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

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