City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Memorandum of Understanding between the City and County of San Francisco and The Regents of the University of California, A Constitutional Corporation, on behalf of its San Francisco Campus

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AGREEMENT

This Agreement is made as of this 1st day of January, 2019 in the City and County of San Francisco, State of California, by and between The Regents of the University of California, on behalf of its San Francisco campus, acting by and through its Office of Research, a California Constitutional corporation, hereinafter referred to as "UCSF" and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City", acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, This MOU is intended to enable the creation of a professional fee service area for UCSF inside the City's instance of Epic ("ProFee Service Area") and is intended to provide terms and conditions for the operation of that ProFee Service Area.

WHEREAS, This MOU is not intended to supersede or modify the Affiliation Agreement by and between UCSF and the City dated as of August 1, 1994, as amended and supplemented from time to time (the "Affiliation Agreement") in any respect;

WHEREAS, The City requested the drafting of this MOU on the grounds that the ProFee Service Area falls outside the scope of the Affiliation Agreement;

Now, THEREFORE, the Parties agree as follows:

Article 1 Definitions (Reserved.)

Article 2 "Term of the Agreement

2.1 Term.

The term of this Agreement shall commence on January 1, 2019 and will continue concurrently with the Affiliation Agreement.

2.2 Options. (Reserved)

Article 3 Financial Matters (Reserved – No Dollar Agreement)

Article 4 Services and Resources

4.1 Performance under Statement of Work.

The City and UCSF agree to perform under this Agreement in accordance with Appendix A (Statement of Work). As of the Effective Date, Appendix A (Statement of Work) is in Draft form. UCSF and the City agree to finalize a final form of Appendix A by on or before April 1, 2019. UCSF and the City shall review the terms of Appendix A (Statement of Work) as needed and may update such terms from time to time in a writing executed by both parties. The City shall be responsible for providing notice of any such updates to the City Attorney.

4.2 Qualified Personnel.

UCSF and the City shall utilize only competent personnel under the supervision of, and in the employment of each (or either Party's authorized subcontractors) to perform the Services.

4.3 Subcontracting.

- 4.3.1 UCSF may subcontract portions of the Services only in accordance with Appendix A (Statement of Work). UCSF shall supervise its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.
- 4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix A (Statement of Work).

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses. (Reserved)

4.5 Assignment.

The Services to be performed by UCSF and the City are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by UCSF or the City, except as provided in Paragraph 4.3 above, unless first approved by other Party by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty.

UCSF and the City mutually represent that each will perform in accordance with Appendix A (Statement of Work) with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time of performance so as to ensure that the performance is correct and appropriate for the purposes contemplated in this Agreement.

- 4.7 Liquidated Damages. [Reserved (Business Decision).]
- 4.8 Bonding Requirements. [Reserved (Business Decision).]

Article 5 Insurance and Indemnity

5.1 Insurance.

- 5.1.1 **Required Coverages.** Each Party shall, at such Party's own expense, obtain, maintain, and keep in full force and effect, at all times during the term hereof, insurance coverage with respect to its property, plant and equipment and its activities conducted thereon and under this Agreement:
- (a) Comprehensive general liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) each claim and Twenty Million Dollars (\$20,000,000) annual aggregate;
- (b) Professional liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) each claim and Twenty-Five Million Dollars (\$25,000,000) annual aggregate;
- (c) Business interruption insurance covering loss of income for up to twelve (12) months;
- (d) Cyber and privacy insurance or technology errors and omissions insurance covering liability and property losses, including liability for data breach, including notification costs,

credit monitoring, costs to defend claims by state regulators, fines and penalties, loss resulting from identity theft and the like with an occurrence or per claim limit of not less than Twenty Million Dollars (\$20,000,000) annual aggregate; and

(e) Workers compensation insurance consistent not less than statutory minimums.

The general liability coverage referred to in Section 5.1.1(a) above shall be endorsed to include each party as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the indemnifying party, its officers, agents, and/or employees.

- 5.1.2 **Self-Insurance.** In lieu of maintaining commercial insurance coverage, a Party may adopt alternative risk management programs which the governing body of such Party determines to be reasonable and which shall not have a material adverse impact on reimbursement from third party payers, including, without limitation, to self-insure in whole or in part individually or in connection with other institutions, to participate in programs of captive insurance companies, to participate with other healthcare institutions in mutual or other cooperative insurance or other risk management programs, to participate in state or federal insurance programs, to take advantage of state or federal laws now or hereafter in existence limiting medical and malpractice liability, or to establish or participate in other alternative risk management programs.
- 5.1.3 Company Requirements. Other than with respect to a party's self-insurance or other alternative risk management programs described above, all of the insurance policies required hereunder shall be issued by corporate insurers licensed to do business in California and rated A-or better by A.M. Best Company.
- 5.1.4 **Proof of Insurance.** Each Party shall provide the other with proof of the insurance required by this Section 12 upon the reasonable request of the other Party.

5.2 Indemnification.

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

Article 6 Liability of the Parties

- 6.1 Liability of City [Reserved (Business Decision)]
- 6.2 Liability of UCSF for Data Breach

Damages that arise from UCSF breaches of this Agreement shall be capped at an aggregate liability of \$20,000,000.

- 6.3 Incidental and Consequential Damages [Reserved (Waived by Contracting Officer under San Francisco Administrative Code Section 21.23).]
- 6.4 Liability for Use of Equipment. (Reserved)
- 6.5 Ownership of Equipment purchased under this Agreement (Reserved)

Article 7 Payment of Taxes (Reserved)

Article 8 Termination and Default

8.1 Termination for Convenience (Reserved)

Article 9 Rights In Deliverables (Reserved)

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference.

UCSF represents and warrants that it will comply with all applicable laws and regulations in performing the Services. Subject to the foregoing, the full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest.

Through its execution of this Agreement, UCSF acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity.

In performing the Services, UCSF shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. UCSF is subject to the enforcement and penalty provisions in Chapter 12G. The Controller will not consider UCSF use of profit as a violation of this section.

- 10.4 Reserved.
- 10.5 Nondiscrimination Requirements.

In the performance of this Contract, UCSF covenants and agrees that it will not discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy) because of habit, local custom, or otherwise. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, and national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of

the State of California Government Code), marital status, or citizenship (within the limits imposed by law or UCSF's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. [Reserved pursuant to Administrative Code Section 14B.2 (Exception Public Agency Contract).]
- 10.7 Minimum Compensation Ordinance. [Reserved pursuant to Administrative Code Section 12.P.2(e)11) (Exception Non-Coterminous Boundaries).]

Notwithstanding, but without waiving the foregoing reservation, Contractor understands and agrees that it shall pay employees funded under the Agreement no less than the minimum compensation required under federal or state law.

- 10.8 Health Care Accountability Ordinance. [Reserved pursuant to Administrative Code Section 12.Q.2(4)(b) (Exception Public Agency status).]
- 10.9 First Source Hiring Program. [Reserved pursuant to Administrative Code Section 83.4 (Exception Public Agency status).]
- 10.10 Drug-Free Workplace.

UCSF acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. UCSF agrees that any violation of this prohibition by UCSF, its employees, agents, or assigns will be deemed a material breach of this Agreement.

10.11 Limitations on Contributions.

By executing this Agreement, UCSF acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. UCSF acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. The prohibition on contributions applies to each prospective party to the contract; each member of UCSF's board of directors; UCSF's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in UCSF; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by UCSF. UCSF must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Slavery Era Disclosure [Reserved pursuant to San Francisco Administrative Code Section 12Y.4 (Non - Insurance, Finance, Textile Contract).]

10.13 Working with Minors.

In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors.

10.14 Consideration of Criminal History in Hiring and Employment Decisions [Reserved pursuant to OCA Waiver, Administrative Code Section 12T.8]

10.15 Public Access to Nonprofit Records and Meetings.

Notwithstanding, but without waiving the reservation above, UCSF understands and agrees that it shall comply with all state and federal rules and regulations regarding public access to meetings and records in the performance of this Agreement.

10.16 Food Service Waste Reduction Requirements.

UCSF shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, in the performance of this Agreement, including but not limited to the remedies for noncompliance provided therein.

10.17 Sugar-Sweetened Beverage Prohibition. [Reserved.]

10.18 Tropical Hardwood and Virgin Redwood Ban.

Pursuant to San Francisco Environment Code Section 804(b), the City urges UCSF not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Preservative Treated Wood Products.

In the performance of this Agreement, should UCSF purchase preservative-treated wood products on behalf of the City, UCSF shall only purchase such products from the list of alternatives adopted by the Department of the Environment, unless otherwise granted an exemption.

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To CITY: Office of Contract Management and Compliance

Department of Public Health 101 Grove Street, Room 410

San Francisco, California 94102 e-mail: robert.longhitano@sfdph.org

And:

DPH IT and Finance

Department of Public Health

101 Grove Street, Room 308

e-mail:

winona.mindolovich@sfdph.org

San Francisco, CA 94102

e-mail:

earl.butler@sfdph.org

To UCSF:

Attn: Associate Dean, Administration and Finance UCSF School of Medicine Vice Dean's Office at

Zuckerberg San Francisco General

1001 Potrero Avenue, Bldg 5, Room 2A21

San Francisco, CA 94110

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

UCSF shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including, but not limited to, Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

11.4 Sunshine Ordinance.

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

11.5 Modification of this Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed by the parties and approved in the same manner as this Agreement. UCSF shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 **Negotiation; Alternative Dispute Resolution**. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, UCSF shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be

resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claims. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse UCSF's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue.

The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in San Francisco.

11.8 Construction.

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement.

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws.

The parties shall comply with all applicable laws in the performance of this Agreement.

11.11 Severability.

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence.

UCSF agrees to perform the services described below in accordance with the terms and conditions of this Agreement, and the Statement of Work attached as Appendix A. The terms of this Agreement are to be read and interpreted together with all other documents, appendices, exhibits, and addenda attached to the Agreement as a single agreement.

Article 12 Department Specific Terms

- 12.1 Emergency Response. (Reserved)
- 12.2 Third-Party Beneficiaries

No third parties are intended by the parties hereto to be third-party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

- 12.3 Certification Regarding Lobbying (Reserved No Dollar Agreement)
- 12.4 Materials Review (Reserved)
- 12.5 California State Entity

Notwithstanding anything to the contrary in this Agreement, the provisions of Article 10 of this Agreement are enforceable only to the extent such provisions are applicable to a California state entity and constitutional corporation and are required by applicable law.

12.6 Federal and State Financial Participation

- 12.6.1 Contractor acknowledges that some or all of the items, products, or services that Contractor furnishes to City under this Agreement may be included, directly or indirectly, in whole or in part, in claims submitted by City to Federal or State health care programs. By executing this Agreement Contractor certifies that it is not currently, and shall not during the term of this Agreement become, excluded, directed to be excluded, suspended, ineligible or otherwise sanctioned from participation in any Federal or State assistance programs. Contractor shall notify City, as provided in Section 11.1, within thirty (30) days of any such exclusion, suspension, ineligibility, or other sanction. This is a material term of this Agreement.
- 12.6.2 Contractor agrees to indemnify and hold harmless City and City's officers, directors, employees, agents, successors and permitted assigns from and against any and all (including but not limited to Federal, State, or third party) civil monetary penalties, assessments, repayment obligations, losses, damages, settlement agreements and expenses (including reasonable attorneys' fees) arising from the exclusion, suspension, ineligibility, or other sanction of Contractor and/or Contractor's workforce (including those who oversee Contractor's workforce, supervisors and governing body members) from participation in any Federal or State assistance program.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

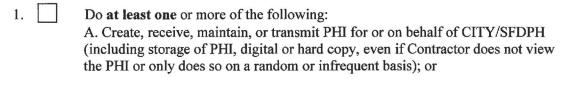
Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public non-profit educational institution, UCSF is subject to statutes requiring disclosure of information and records which a private corporation could keep confidential.

13.2 Payment Card Industry ("PCI") Requirements.

13.3 Business Associate Agreement.

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"). UCSF agrees that any third-party subcontractor that is a Business Associate as defined by HIPAA shall have a Business Associate Agreement.

The parties acknowledge that Contractor will:



- B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
- C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)
 - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
- NOT do any of the activities listed above in subsection 1;
 Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

This option requires review and approval from the Office of Compliance and Privacy Affairs.

The parties acknowledge and agree that the City and Contractor are each HIPAA Covered Entities and as such may use and disclose Protected Health Information for treatment, payment and health care operations and for other purposes to the extent permitted by HIPAA and other applicable law.

13.4 City's Protected Health Information.

Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to

Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Contractor. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

Article 14 MacBride And Signature

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, UCSF confirms that it has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	Y	UCSF
Reco	mmended by:	
Direc	t Colfax, M.D. stor of Health rtment of Public Health	A. S. Carlisle, PhD, MD Vice Dean, UCSF SOM@ZSFG
Denn	oved as to Form: is J. Herrera Attorney	
Ву:	Louise S. Simpson Deputy City Attorney	-
A: B: C:	Appendices Statement of Work Calculation of Charges [Reserved] Insurance Waiver [Reserved]	

D:

E:

F:

[Reserved]

[Reserved]

Invoice Template [Reserved]



APPENDIX A
STATEMENT OF WORK

A.	PURPOSE	1
B.	GOVERNANCE AND CHANGE MANAGEMENT	1
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APPENDIX A

STATEMENT OF WORK

NOTE: ANY AMENDMENT TO THIS STATEMENT OF WORK MUST FOLLOW THE REQUIREMENTS OF SECTION 4.1 OF THE MOU.

A. Purpose

This Statement of Work (SOW) details the responsibilities of the Parties working inside the ProFee Service Area, obligates the City to provide UCSF access to the ProFee Service Area, and obligates UCSF to observe certain obligations, all as set forth herein.

B. Governance and Change Management

With the Epic implementation, City has set up a robust governance structure made up of various advisory councils and executive leadership forums. The advisory councils provide expertise and recommendations around key operational and functional areas and manage issues escalated from the project team. The executive leadership councils oversee the EHR scope, budget, risk, timeline, change management, and policy.

1. Responsibility of UCSF:

- a. Adhere to all City change control and governance for the use of Epic.
- b. Identify individuals to participate in the City governance structure and will partner to adhere to City governance for IT and prioritization, build standards, data collection standards, reporting/analytics standards, testing standards and documentation standards and procedures.
- c. Work collaboratively with the City to ensure that staffing and implementation meet the Good Install criteria (see Appendix I) and will implement functionality to maximize the Gold Star rating for the SFCity Epic instance where possible.
- d. Adhere to City project timelines for projects and Epic upgrades
- e. Work with users to manage change and ensure there is adequate training for the UCSF user community.
- **f.** Manage data content and rejections of both interfaced transactions and file transfers. Coordinate with 3rd parties regarding content and format.
- g. Adhere to the City Epic Implementation Principles (see Appendix II).

2. Responsibility of City:

- a. Include UCSF leadership and personnel in all governance related to professional billing and claims management.
- b. Determine utilization of Epic upgrade functionality and integration
- c. Provide UCSF IT Team the EHR ticketing system (ServiceNow) to allow for tracking and efficient communication with end user
- **d.** Provide support based on agreed upon service level commitment from other applications, i.e. Cadence, Grand Central and other Clinical applications
- e. If needed, support existing interfaces as necessary to perform PB charging functions (such as GI Provation) interface scoping

- f. Keep Epic at the Epic's most current version/release and include UCSF IT Team in planning and tasks assignments
- g. Notification to UCSF at least 3 months or as soon as possible of scheduled downtime or outages
- h. Manage all external FTPs ensuring compliance with City security and compliance with all applicable city, state and federal requirements. Provide the necessary tools for UCSF to manage rejections on interfaces and FTP processes.

C. Security (Epic Access): UCSF IT Team

1. Responsibility of UCSF:

- **a.** UCSF IT Team will adhere to all change management processes for building and moving changes, via data courier, within the Epic environments.
- **b.** UCSF IT Team will build within the UCSF Service Area. Any items that need to be built in the charge router, in the City Service Area or any City owned master files will be coordinated with the City IT Team.

2. Responsibility of City:

- a. Provide UCSF IT Team access to all build environments including hyperspace, text, and data courier based on the City policies for their roles.
- **b.** Provide UCSF IT Team with Epic Foundation PB Administrative Template for Epic certified Professional Billing or Claims analysts building in the UCSF Service Area.

D. Security (Epic Access): UCSF Operational Billers and Coders

Epic security is based on different modules, each controlled by a security class. This allows IT teams to customize templates based on user roles to ensure staff have the necessary functionality to do their daily work.

The coders and billers responsible for the UCSF Professional Billing Revenue will be granted access to Epic with the August 3, 2019 go live. This group is made up of UCSF personnel and external coding staff. Their access level will depend on their job roles, as delineated below.

1. Responsibilities of UCSF:

- a. UCSF IT team will build and maintain the Professional Billing and Claims Security Classes for all billing, coding, and claims staff in the UCSF Service Area. UCSF will ensure the security classes have the minimum but necessary functionality based on the user's roles, as outlined in Exhibit A. Access to these specific Professional Billing ("PB") and Claims functionality will be limited to the UCSF Service Area.
- **b.** UCSF will adhere to City policies for requesting user access (UCSF employees or external coding staff) or template modifications for additional security needs outlined in Exhibits A and B.

c. UCSF Personnel

UCSF will partner with City to grant UCSF employees with the appropriate PB functionality in the UCSF service Area depending on their role, as outlined in Exhibit A.

UCSF personnel will also be granted view only access to certain components in the City Service Area that are needed to conduct their job. See Exhibit B for UCSF employee counts and a list of view only components they will be granted access to in the City Service Area.

d. External Coding Staff

- i. UCSF currently contracts with the below 3rd parties for coding of Professional Billing Services at various ZSFG departments and may contract with others from time to time in accordance with this <u>Statement of Work</u>. As of November 2018, there are approximately 30 external coders from these companies that are planned for the implementation on August 3, 2019 (Exhibit C). UCSF will partner with City to grant users from such 3rd parties the PB Coder Functionality in the UCSF Service Area, as outlined in Exhibit A, access to the patient coding sidebar which would include all relevant clinical data for the encounter, and such other access as the Parties may agree from time to time as reasonably necessary to complete their duties.
 - The Coding Network, LLC
 - Change Healthcare, LLC
 - Karen Zupko & Associates Incorporated

2. Responsibility of City:

a. Provide varying access to all billing and coding end users depending on the security needed to perform their specific job functions, as outlined above in the responsibility of UCSF section.

E. Sharing of Data Across Service Areas

City and UCSF Leadership have agreed to enable guarantor sync for specific guarantor accounts and to share coverage records within Service Areas. These decisions allow for the flow of information between the City and UCSF Service Areas as outlined below.

City and UCSF operational staff should be made aware of impacts to the other service area when updating guarantor or coverage information.

1. Guarantor Sync functionality will allow:

- a. Guarantor accounts created in City Service Area to be synched to UCSF Service Area. Guarantor accounts created in UCSF Service Area will be synched to City Service Area.
- **b.** Demographics and other updates made to the guarantor account in one service area will automatically update the guarantor account in the other.
- **c.** City and UCSF operational staff should be made aware of the guarantor data sharing capabilities and impact to both service areas.

2. Coverage Sharing Functionality will allow:

- a. Updates to effective dates and subscriber information being shared across service areas.
- b. Additions or removals of coverages being shared across service areas.
- c. Updates to patient level filing order will impact the other service area. But updates to HAR / Visit level filing order will not impact the other service area.
- **d.** Creation of a coverage in the UCSF Service Area will update the coverage in the City Service Area (and vice versa).

F. Third Party Vendors:

Third-Party subcontractors shall be first cleared as appropriate with Epic. To the extent that any subcontractor of UCSF would have access to the ProFee Service Area, each contract between UCSF and that subcontractor must, except as the City otherwise agrees, include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which UCSF would be so obligated under Section 13.4 hereof, (2) provide cyber and technology errors and omissions insurance with limits acceptable to the City, which approval will not be withheld on the basis that a subcontractor has failed to obtain insurance above levels reasonably typical for its industry (or for reasonably comparable providers of services) or otherwise unreasonably withheld, and (3) destroy or return all City data in an agreed upon machine readable format at the expiration of the subcontract term.

Additionally, the parties agree that opportunities may from time to time arise for them to mutually accomplish economies of scale and benefits for work performed in the ProFee Service Area by jointly contracting with third party vendors. Any such joint third-party vendor agreement will require a Formal Amendment to the MOU, including a modification to Appendix A (Statement of Work), as appropriate. Any City contract must comply with all applicable City requirements, including requirements of the City Charter and Administrative Code.

To the extent that an arrangement described above would require payments from one party to the other as the master party to a contract with a third party vendor, the parties anticipate that such payments will be made through the Affiliation Agreement.

1. Responsibilities of UCSF:

- a. Use City's portfolio of 3rd party applications for any Epic interfaces or file transfers.
- **b.** Pay the incremental cost of using the 3rd party applications for volumes or licensing related to UCSF usage.
- c. Purchase any other 3rd party application that is not in the City Application portfolio, pay for any additional integration and IT set up necessary and ensure there is a sign off on the usage agreed to by City revenue cycle management and IT. UCSF will reimburse City for mutually agreed upon utilization of City internal IT staff based on City resource labor costs including fringe benefits.
- **d.** Table 1 below accounts for all 3rd party applications planned for the August 3, 2019 go live. UCSF will notify City if any additional 3rd parties will be used with Epic.

Table 1: Third Party Vendors Include:

1.	3 rd Party Application	Type of Service	Type of Integration
2.	Transworld	Collection	Epic to TSI: sFTP of extract
	Services	Services via	TSI to Epic: sFTP of notes
	Incorporated	extract	
3.	Office Ally	Clearing House	Epic to UCSF: sFTP claim file
	-		UCSF to Epic: sFTP remit file
4.	Claims Direct	Claim Submission	Epic to UCSF: sFTP claim file
	Connects: $6-7$		UCSF to Epic: sFTP remit file
-	different payers		

5.	Apex Print	Guarantor	Epic to Apex: sFTP of PDF
	Technologies	Statement	Apex to Epic: sFTP of reconciliation file
		Printing	
6.	Instamed	Credit Card	EPIC to Instamed (payment data)
		Integration; PCI	Instamed to Epic (token)
		compliant devices	
		and MyChart	The data is transmitted from Epic to Instamed via interconnect for
		Portal utilizing	MyChart payments since UCSF will also be using the iFrame
		iFrame	(external payment page). When the credit card information is
		methodology	entered into a credit card device, Instamed processes the
		0.	transaction through the device and sends a token of the result of the
			processed transaction back to Epic via cache. The cache servers
			are at Epic, but no sensitive card data is passed through them, just
			the token.
			UCSF IT will be responsible for configuring and maintaining their
			merchant accounts in the PB service area settings for the UCSF
			service area. This merchant account will be tied to UCSF's bank
			account.
			UCSF will be responsible for purchasing and setting up their own
			PCI compliant devices and ongoing maintenance.
			-
			UCSF will be responsible for complying with current Payment
			Card Industry Data Security Standards (PCI DSS).
7.	Bank of America	ACH Payments	No integration needed. Money deposited to BofA. Email from
			controller's office to UCSF (check level info)
8.	Union Bank	Lockbox	No integration needed. PDF file of deposited information; accessed
			via website and downloaded.

2. Responsibility of City

- **a.** If UCSF purchases a 3rd party application and it requires integration it will be prioritized by City governance for the interfaces team.
- **b.** Notification of any proposed changes to 3rd party applications at least 3 months in advance, or as soon as possible.

G. Staffing and Cost:

1. Responsibility of UCSF:

- a. For implementation (6/1/18 9/30/19) UCSF will recruit, hire, supervise, and fund equivalent of a minimum of 3 Epic certified Revenue Cycle Analysts. The UCSF analysts will partner with the City professional billing analysts to jointly build the charge router to meet City and UCSF approved requirements. These analysts will also be responsible for the build and implementation of UCSF professional billing and claims workflows.
- b. Post implementation (after 9/30/19) UCSF will recruit, hire, supervise, and fund the equivalent of a minimum of 2 Epic certified Revenue Cycle Analysts. These analysts will be responsible for maintaining the professional billing and claims components for the UCSF service area. They will also continue to partner with the City analysts to maintain the charge router.

- **c.** UCSF will maintain a minimum of two base certified FTEs at all times either via hiring or through a contracted staffing vendor.
- **d.** UCSF will pay all costs associated with those staff, including salary, benefits, equipment, travel, and costs of obtaining and maintaining Epic certifications.
- e. In the event staff leave, UCSF will hire Epic certified staff per UCSF hiring policies and procedures as determined by UCSF HR and will include City IT Management in the hiring process.
- **f.** Will notify City at least two months in advance, or as soon as possible, when there is an anticipated change in personnel.
- **g.** UCSF will coordinate with City to supplement staff as necessary for any special projects or significant Epic module changes.
- **h.** Staff will attend training at Epic as required for any new certifications as recommended by Epic; all travel to Epic training will be paid by UCSF.
- i. Staff will partner with City IT Manager for all Epic related build, configuration and adherence to procedures and standards including attending team huddles, team meetings and all project meetings.
- j. During implementation (6/1/18 9/30/19) UCSF Revenue Cycle Analysts will be co-located with the City IT Revenue cycle team at ZSFG, but at times will need to be at UCSF (3130 20th Street) for operational and HR-related meetings. This arrangement will be jointly reviewed after go-live.

2. Responsibility of City:

- a. Notify UCSF in advance of any City utilization of internal IT staff for integration or infrastructure set up including role and cost before costs are billed to UCSF.
- **b.** Identify City IT Manager responsible as the point-person for UCSF. If that positions is vacant, City will include UCSF Director in the recruitment process.

APPENDIX I

HB Metric	30	Day	60 Day		90 Day	
	Top Install	Guardrail	Top Install	Guardrail	Top Install	Guardrail
HB Legacy AR Days	17.71	21.27	11.38	13.75	8.5	10.41
HB Total AR Days	40.26	43.27	41.23	47.78	41.4	49.14
HB Epic Only AR days	22.55	22	29.85	34.03	32.9	38.73
HB Cumulative Charges	100%	97%	102%	100%	102%	100%
HB Cumulative Cash Variance	-0.3 Weeks	-0.4 Weeks	-0.4 Weeks	-1.5 Weeks	-0.6 Weeks	-2.1 Weeks
HB Epic-Only Cumulative Payments	6%	5%	30%	25%	47%	43%
HB CFB Days	6.4	9.4	7.8	12	7.6	11.3
HB Coding in CFB	2.7	3.8	3.2	5.1	3	4.5
HB Claim Edit Days	1.3	2.9	1.7	4.4	1.6	4
HB Claims Acceptance %	97%	90%	97%	90%	97%	90%
HB Open Denials	0.1	0.1	0.6	0.7	1.1	1.2
PB Metric	30 Day		60 Day		90 Day	
	Top Install	Guardrail	Top Install	Guardrail	Top Instali	Guardrail
PB Legacy AR Days	26.5	31.5	18.4	22.3	14.3	17
PB Total AR Days	41.7	45.4	42.2	51.1	41.5	52.7
PB Epic Only AR days	14.9	16.8	23.7	29.2	27.3	35
PB Cumulative Charges	94%	88%	101%	95%	103%	98%
PB Cumulative Cash Variance	-0.1 Weeks	-0.7 Weeks	0 Weeks	-1.6 Weeks	0.3 Weeks	-2 Weeks
PB Epic-Only Cumulative Payments	11%	10%	35%	29%	52%	44%
PB Pre-AR	1.8	5	1.5	5	1.3	4.5
PB Claim Edit Days	1.3	2.3	1.2	3.2	1	3.3
PB Claims Acceptance %	98%	95%	98%	95%	98%	95%
PB Open Denials	0.2	0.3	1.2	1.5	2.1	2.6
PB Undistributed Credits	0	0	2.5	3.1	2.6	2.5

APPENDIX II

Epic Implementation Principles

- 1. Don't revisit decisions, make and enforce dates and milestones!
- 2. Stay with Foundation, adjust workflows and use the software as it was designed.
- 3. Focus on patient safety and staff experience; this is not an IT install.
- 4. Be frugal, monitor and stay within budget to allow Stage 2 and 3.
- 5. Stay laser focus on data as a valued asset: integrity, stewardship, accessibility.
- 6. Turn on MyChart with ALL the features.
- 7. Reinforce a transformation culture with the Epic install.
- 8. Staff the team with the best people, not the staff with the most time.
- 9. Be open to shift tactics as risks emerge balancing resources with scope.
- 10. Prepare staff and optimize using Lean principles and tools.
- 11. Minimize disruption to current operation as best as possible before go live.
- 12. Demonstrate empathetic listening and principled leadership.
- 13. Have fun doing the implementation.

EXHIBIT A – UCSF Professional Billing Secuirty Classes

All functionality listed in the below PB security classes will be limited to the UCSF Service Area.

<u>UCSF INSURANCE FOLLOW-UP TEMPLATE</u> – Epic's Foundation *PB INSURANCE FOLLOW UP TEMPLATE* with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules
User Batch Report	Account Maintenance
Charge Review Workqueue	Follow-up Workqueue
Retro Review Workqueue	Demand Claims
Account Workqueue	Follow-up Workqueue Summary Report
	Follow-up Workqueue Payor Lag Report
	Follow-up Workqueue User Lag Report
	Payment Posting
	Charge Review Workqueue
	Retro Review Workqueue
	Claims
	Claim Edit Workqueue
	Claim Edit Workqueue Summary Report
	Transaction Matching History Report
	Transaction Totals Report
	Financial Pulse
	Adjustment Review Workqueue

<u>UCSF INSURANCE FOLLOW-UP SUPERVISOR TEMPLATE</u> – Epic's Foundation *PB INSURANCE FOLLOW UP SUPERVISOR TEMPLATE* with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules
Account Merge	Account Maintenance
Accounts Receivable Totals Report	Follow-up Workqueue
Adjustment Posting	Demand Claims
Adjustment Posting Report	Follow-up Workqueue Summary Report
Adjustment Tracking Report	Follow-up Workqueue Payor Lag Report
Charge Entry	Follow-up Workqueue User Lag Report
Charge Entry Activity Report	Payment Posting

Charge Review Activity Report	Revenue Management Report
Charge Review Productivity Report	Charge Review Workqueue
Charge Review WQ Aging Report	Retro Review Workqueue
Claim Edit Rules Usage Report	User Activity Reports
Code Analysis Report	Claims
Credit Workqueue	Claim Edit Workqueue
Default Posting Report	Claim Edit Workqueue Summary Report
Encounter Form Control Report	Financial Pulse
Follow-up Workqueue Productivity Report	Follow-up Workqueue Maintenance
Letter Manager	Transaction Matching History Report
Letter Template Edit	Transaction Totals Report
Operation Summary Report	Contract Undercharging Report
Payment Posting Productivity Report	Contract Underpayment Report
Payment Posting Report	Retro Review Workqueue Maintenance
Price Quote	Adjustment Review Workqueue
Refund Review	
User Activity Reports	
User Batch Report	
Account Workqueue	
Remittance Workqueue	
Account Workqueue Report	
Acct WQ Prod Totals Report	
Acct WQ Prod Log Report	
	4

<u>UCSF PB CODER/CHARGE WORKQUEUE TEMPLATE</u> – Epic's Foundation *PB CODER/CHARGE WORKQUEUE TEMPLATE* with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules
User Batch Report	Charge Entry
Encounter Form Control Report	Account Maintenance
Follow-up Workqueue	Charge Review Workqueue
Claim Edit Workqueue	Charge Entry Report
Account Workqueue	Charge Review Maintenance Report

Charge Review Activity Report
Charge Entry Activity Report
Financial Pulse
Dental Treatment Plan

<u>UCSF CREDIT ANALYST TEMPLATE</u> – Epic's Foundation *PB CREDIT ANALYST TEMPLATE* with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules		
Account Maintenance	Adjustment Posting		
Adjustment Posting Report	Credit Workqueue		
Adjustment Tracking Report	Account Maintenance		
Default Posting Report	Charge Review Workqueue		
Payment Posting Productivity Report	Self-payment Posting		
Refund Review	Transaction Matching History Report		
Revenue Management Report	Default Posting Report		
User Activity Reports	Transaction Totals Report		
User Batch Report	Financial Pulse		
Payment Posting	Adjustment Review Workqueue		
Remittance			
Remittance Workqueue			
Follow-up Workqueue			
User Batch Report			
Payment Posting Report			

<u>UCSF PAYMENT POSTING AND CREDIT SUPERVISOR TEMPLATE</u> – Epic's Foundation *PB PAYMENT POSTING AND CREDIT SUPERVISOR TEMPLATE* with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules		
Account Merge	Adjustment Posting		
Accounts Receivable Totals Report	Payment Posting		
Adjustment Posting Report	Account Maintenance		
Adjustment Tracking Report	Self-payment Posting		
Charge Entry	Enterprise Payment Posting		

Charge Entry Activity Report

Charge Review Activity Report

Charge Review Productivity Report

Charge Review Workqueue

Charge Review WQ Aging Report

Claim Edit Rules Usage Report

Claim Edit Workqueue

Claim Edit Workqueue Summary Report

Claims

Code Analysis Report

Default Posting Report

Demand Claims

Encounter Form Control Report

Follow-up Workqueue

Follow-up Workqueue Payor Lag Report

Follow-up Workqueue Productivity Report

Follow-up Workqueue Summary Report

Follow-up Workqueue User Lag Report

Letter Manager

Letter Template Edit

Operation Summary Report

Payment Posting Productivity Report

Price Quote

Retro Review Workqueue

User Batch Report

Account Workqueue

Remittance

Cash Management

Adjustment Posting Report

Payment Posting Report

Default Posting Report

Transaction Totals Report

Enterprise Payment Posting Batch Report

Cash Summary Report

Cash Control Group Report

Revenue Management Report

Cash Drawer

Deposit Tool

Remittance Workqueue

User Activity Reports

Remittance

Financial Pulse

Charge Review Workqueue

Credit Workqueue

Refund Review

Transaction Matching History Report

Credit Workqueue Maintenance

Enterprise Remittance

Remittance PLB Report

Remittance WQ Productivity

Remittance Workqueue Maintenance

Receipt Reprint

Adjustment Review Workqueue

Adjustment Posting Report

Demand Claims

UCSF PAYMENT POSTER TEMPLATE - Epic's Foundation PB PAYMENT POSTIER

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules
User Batch Report	Payment Posting
Credit Workqueue	Account Maintenance
Charge Review Workqueue	Self-payment Posting
Revenue Management Report	Enterprise Payment Posting
Follow-up Workqueue	Cash Management
	Payment Posting Report
	Default Posting Report
	Cash Summary Report
	Cash Control Group Report
	Cash Drawer
	Adjustment Posting
	Remittance
	Remittance Workqueue
	Enterprise Remittance
	Transaction Totals Report
	Transaction Matching History Report
	Financial Pulse

TEMPLATE with additional Hyperspace Modules UCSF Service Area.

<u>UCSF SELF-PAY COLLECTIONS TEMPLATE</u> – Epic's Foundation *PB SELF-PAY COLLECTIONS TEMPLATE TEMPLATE* with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules		
Acct WQ Prod Totals Report	Adjustment Posting		
Acct WQ Prod Log Report	Account Maintenance		
	Account Workqueue		
	Self-payment Posting		
	Demand Claims		
	Price Quote		

Account Workqueue Report
Transaction Matching History Report
Receipt Reprint
Letter Manager
Cash Drawer
Transaction Totals Report
POS Payment Posting
Financial Pulse
Adjustment Review Workqueue

<u>UCSF SELF-PAY SUPERVISOR TEMPLATE</u> – Epic's Foundation *PB SELF-PAY SUPERVISOR TEMPLATE TEMPLATE* with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules	
Charge Review Workqueue Maintenance	Adjustment Posting	
Operation Summary Report	Account Maintenance	
Refund Review	Account Workqueue	
Credit Workqueue	Self-payment Posting	
Remittance Workqueue	Demand Claims	
Claim Edit Workqueue	Price Quote	
Follow-up Workqueue	Account Workqueue Report	
Charge Review Workqueue	Receipt Reprint	
Retro Review Workqueue	Letter Manager	
	Cash Drawer	
	Cash Management	
	Payment Posting Report	
	Account Merge	
	Revenue Management Report	
	User Activity Reports	
	Collector Productivity Report	
	Financial Pulse	
	Enterprise Statement Processing	
	Account Workqueue Maintenance	
	POS Payment Posting	

Transaction Matching History Report	
Default Posting Report	
Acct WQ Prod Totals Report	
Acct WQ Prod Log Report	
Transaction Totals Report	
Adjustment Review Workqueue	

<u>UCSF BILLING OFFICE MANAGER TEMPLATE</u> – Epic's Foundation *PB BILLING OFFICE MANAGER TEMPLATE* with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules	
User Batch Report	Adjustment Posting	
Payment Posting Productivity Report	Account Maintenance	
Transaction Matching History Report	Account Workqueue	
Encounter Form Control Report	Charge Review Workqueue	
Adjustment Tracking Report	Claim Edit Workqueue	
Acct WQ Prod Totals Report	Retro Review Workqueue	
Acct WQ Prod Log Report	Self-payment Posting	
Claim Edit Rules Usage Report Claims		
Operation Summary Report	Follow-up Workqueue	
Payment Posting Productivity Report	Demand Claims	
Payment Posting	Enterprise Statement Processing	
Claims Reconciliation	Enterprise Payment Posting	
Claims Reconciliation Report	Price Quote	
	Adjustment Posting Report	
	Payment Posting Report	
	Account Workqueue Report	
	Charge Review Maintenance Report	
	Default Posting Report	
	Claim Edit Workqueue Summary Report	
	Follow-up Workqueue Summary Report	
	Follow-up Workqueue Productivity Report	
	Follow-up Workqueue Payor Lag Report	
	Follow-up Workqueue User Lag Report	

Code Analysis Report

Transaction Totals Report

Enterprise Payment Posting Batch Report

Receipt Reprint

Letter Manager

Letter Template Edit

Cash Drawer

PB Statement Processing

Credit Workqueue

Revenue Management Report

Accounts Receivable Totals Report

Charge Review WQ Aging Report

Charge Entry Activity Report

Charge Review Activity Report

User Activity Reports

Refund Review

Charge Entry

Account Merge

Contract Undercharging Report

Payment Posting

POS Payment Posting

Financial Pulse

Dental Treatment Plan

Remittance

Remittance Workqueue

Cash Management

Enterprise Remittance

Correspondence

Contract Underpayment Report

Deposit Tool

Bundled Episode Terms

Adjustment Review Workqueue

<u>UCSF CASH RECONCILIATION USER TEMPLATES (CASHIER)</u> – Epic's Foundation <u>PB</u> <u>CASH RECONCILIATION USER TEMPLATES</u> with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules
No Additional Modules Added	Adjustment Posting
	Payment Posting
	Account Maintenance
	Self-payment Posting
	Enterprise Payment Posting
	Cash Management
	Adjustment Posting Report
	Payment Posting Report
	Default Posting Report
	Cash Summary Report
	Cash Control Group Report
	Cash Drawer
	Deposit Tool
	POS Payment Posting
	Transaction Matching History Report
	Transaction Totals Report
	Financial Pulse

<u>UCSF DENTAL BACK OFFICE USER</u>— Epic's Foundation <u>PB DENTAL BACK OFFICE USER</u> with additional Hyperspace Modules for UCSF Service Area.

Additional Hyperspace Modules	Foundation City Epic Hyperspace Modules
No Additional Modules Added	Charge Entry
	Account Maintenance
	Dental Treatment Plan
	Transaction Totals Report

EXHIBIT B – UCSF Employee Counts

As of November 2018, there are approximately 16 UCSF employees at the ZSFG departments responsible for coding services, 35 UCSF Department Managers and Division Administrators, and approximately 40 UCSF employees responsible for billing services. These 91 UCSF employees will receive view only access to the following components in the City Service Area.

- View past and upcoming appts (appt desk)
- Veiw only registration and coverage information
- View only access to RTE queries run in the City Service Area
- View Financial Assistance Summary
- View Referral information
- View only access to the clinical chart for patients with services in the City Service Area
- View Account Inquiry (activity and history)
- Ability to release information based on pre-defined templates approved by HIM operations that can also be automatically attached to claims

EXHIBIT C – External Coding Staff

Last Name	- First Na -		Vendor -	EPIC Access needed:	ZSFG provider group coding for:
Allen	Steve	Sallen@codingnetwork.com	TCN	Charge Capture/Review/Reconciliation	Hospitalist/FCM
Andrews	Sharon	sandrews@codingnetwork.c	TCN	Charge Capture/Review/Reconciliation	Orthopedic Surgery
Brennan	Pam		TCN	Charge Capture/Review/Reconciliation	Orthopedic Surgery
Butler	Lela	lbutler@codingnetwork.com	TCN	Charge Capture/Review/Reconciliation	Project Manager
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