

MEMORANDUM OF AGREEMENT
AMONG
THE COUNTY OF SAN MATEO
LUCILE PACKARD CHILDREN'S HOSPITAL AT STANFORD
THE SAN MATEO HEALTH COMMISSION dba
THE HEALTH PLAN OF SAN MATEO
REGARDING
THE COMMUNITY HEALTH NETWORK FOR THE UNDERSERVED

THIS MEMORANDUM OF AGREEMENT (this "Agreement") is entered into by and between the County of San Mateo (the "County"), Lucile Packard Children's Hospital at Stanford, a nonprofit public benefit corporation ("LPCH"), and the San Mateo Health Commission, dba Health Plan of San Mateo ("HPSM").

WHEREAS, the County operates health care facilities collectively known as the "San Mateo Medical Center" ("SMMC") which provide care to, among others, those residents of San Mateo County who have little or no access to other sources of medical care and which serve as the public system hub of the health care safety net; and

WHEREAS, LPCH is a not-for-profit hospital with a mission that includes a commitment to advancing family-centered care and advocating on behalf of children and expectant mothers; and

WHEREAS, the HPSM serves as the insurer for many County residents enrolled in the Medi-Cal, Healthy Families, Healthy Kids, and Medicare CareAdvantage programs, and HPSM also serves as the third party administrator for health care services provided to County residents who are medically indigent; and all these functions involve many healthcare providers who serve San Mateo County's low-income residents; and in this capacity HPSM undertakes efforts to increase the medical care available for the underserved; and

WHEREAS, the parties, consistent with their respective missions, each seek to increase access to medical care for the most underserved and vulnerable residents of San Mateo County and are therefore participating in the Community Health Network for the Underserved ("CHNU") as a means of increasing access to such care; and

WHEREAS, in connection with its participation in the CHNU, and as a means of providing further benefit to the community, LPCH is willing to provide certain labor and delivery and pediatric services and resources to the County and/or HPSM for the benefit of low income residents of the County; and

WHEREAS, the County and HPSM desire to accept these services and resources on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth below, the parties agree as follows:

Section 1. Labor and Delivery and Prenatal Services and Coordination

a. The County currently contracts for the services of obstetrics/ gynecology (OB/GYN) physicians who perform labor and delivery services for low-income women residing in the County who deliver at LPCH. The County will continue to contract for such services during the term of this Agreement and through this contract the County will improve the coordination and management of prenatal care, and track and monitor improvements in prenatal care access and delivery outcomes for the low income population served by the parties. HPSM shall develop and lead the implementation of focused quality monitoring and improvement initiatives. On a semi-annual basis, the County will provide LPCH and the HPSM with a report setting forth its plans and progress with respect to improvements in prenatal delivery care access and delivery outcomes. On a semi-annual basis, HPSM will provide the County and LPCH with a report on the status of its focused quality monitoring and improvement initiatives.

b. On an annual basis during the term of this Agreement, the County shall provide LPCH with an invoice for the services described in Section 1.a. Upon receipt of the County's annual invoice, LPCH shall reimburse the County in the amount of \$300,000 per year for the services described in Section 1.a above. The County shall timely provide LPCH with a copy of its contract for OB/GYN services, along with any amendments thereto.

c. The County, through SMMC, shall coordinate and provide prenatal care for approximately 1,200 low-income pregnant women who reside within the County, including those who are referred to LPCH for their deliveries. The parties agree, however, that there may be circumstances, at the discretion of LPCH, where SMMC patients are seen on an out-patient basis at LPCH before admission to LPCH or after discharge. Except in cases such as those just described, SMMC shall be responsible for the provision of prenatal obstetrics and gynecology care for these patients prior to their admission for delivery at LPCH. SMMC shall also be responsible for the provision of obstetrics and gynecology care for these patients after their discharge from LPCH.

d. LPCH currently performs approximately 1,600 deliveries for low-income women who reside throughout San Mateo County, approximately 1000 of which are for patients of the SMMC. The County and HPSM shall use their best efforts, reliant on continued availability of philanthropic support, to facilitate redirection of deliveries of women who are not high-risk and live north of the Redwood City area.

e. During the term of this agreement, LPCH agrees to continue performing deliveries for low-income women who reside throughout San Mateo County and assist the County and HPSM in redirecting deliveries as described above. Notwithstanding the foregoing, LPCH agrees that it shall perform all high risk deliveries (those requiring

tertiary care) for low income women residing in the County that the County and/or the HPSM deem appropriate.

f. LPCH agrees to accept reimbursement for all services provided to HPSM-covered patients as set forth in the contract terms.

Section 2. Pediatric Care

a. The County, HPSM and LPCH shall work together to advance the success of initiatives aimed at improving coordination of care for children with complex needs. In particular, these three entities will work together to further the California Children's Services pilot awarded to HPSM and the Complex Care Initiative being led by LPCH. HPSM/ the County shall keep LPCH informed of key developments in the CCS Pilot and LPCH shall keep HPSM/ the County apprised of key developments in the complex care initiative that involve publicly covered children.

b. LPCH shall allow the County reasonable access to LPCH's physician recruitment staff, free of charge, to assist the County in recruiting up to 2 pediatric subspecialists; specifically, a pediatric endocrinologist and gastroenterologist to serve as County contractors providing clinics for two half-days each month at SMMC's main campus in San Mateo.

Section 3. Term and Termination

This Agreement shall commence on June 1, 2012 and, unless terminated sooner, shall continue until May 31, 2014, after which it shall be of no further force and effect. The term of the Agreement may be extended by mutual written, signed agreement by the parties. This Agreement shall be immediately terminated as follows: a) upon County's loss of certification as a Medicare and/or Medi-Cal provider; or b) upon the closure of the San Mateo Medical Center.

Any of the three parties may terminate this Agreement at any time in the event any other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with not less than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have (30) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the sixty (60) day period without further notice or demand. If the County is the breaching party and the Agreement terminates pursuant to this Section 3, the County shall refund to LPCH a pro rata portion of the annual payment made by LPCH for the period after the termination date through the end of the year covered by the annual payment.

Section 4. Conflict of Interest

The parties shall take reasonable measures to inform physicians who provide services under this Agreement of their obligation to inform them of any arrangements which may present a professional, financial, Stark Law, or any other state or federal conflict of interest or materially interfere in their performance of its duties under this Agreement.

Section 5. No Power to Contract in the Name of the Other Parties

No party or any physician, employee, or agent affiliated with any party performing services under this Agreement shall have the right or authority to enter into any contract in the name of any other party to this Agreement, or otherwise bind any other party to this Agreement in any way without the express written consent of the party who would be bound by such contract or obligation.

Section 6. Insurance and Indemnification

During the term of this Agreement, each party shall take out and maintain such bodily injury liability and property damage liability insurance as shall protect them, in their sole judgment, while performing such work covered by this Agreement, from any and all claims for property damage which may arise from operations or actions under this Agreement, whether such operations/ actions are done by it, by providing physicians, any subcontractor, or anyone directly or indirectly employed by them.

All parties shall also have in effect during the entire life of this Agreement, workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, each party makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provision of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Each party agrees to indemnify, defend, and hold harmless each other party and its officers, directors, trustees, employees and agents from any claim, liability or loss (including reasonable attorneys' fees) arising out of or resulting from the negligent or wrongful acts or omissions of the indemnifying party or any of its employees or agents in connection with this Agreement. Each party shall notify the other parties immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this Section 6 shall survive the termination of this Agreement.

Section 7. Notice Provisions

Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent; or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified, or registered mail, return receipt requested.

If to County: Susan Ehrlich, M.D., CEO
San Mateo Medical Center
222 W 39th Avenue
San Mateo, CA 94403
Facsimile 650-573-2030

With Copy to: County Counsel's Office
400 County Center, 6th Floor
Redwood City, CA 94063
Facsimile 650-363-4034

If to HPSM: Maya Altman, CEO
Health Plan of San Mateo
701 Gateway Boulevard, Suite 400
South San Francisco, CA 94080

If to LPCH: Lucile Salter Packard Children's Hospital at Stanford
725 Welch Road
Palo Alto, California 94304
Attn: James McCaughey, Chief Strategy Officer

With a copy to: Office of the General Counsel
Building 170, 3rd Floor, Main Quad
Stanford, CA 94304
Attn: Chief Hospital Counsel

Section 8. Entire Agreement and Confidentiality

This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understanding, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except for disclosure to each party's authorized employees and/or agents, neither party shall disclose any terms of this Agreement to any person who is not a party to this Agreement unless disclosure thereof is required by law (including, but not limited to, the California Public Records Act and the Brown Act) or consented to in writing by the other party.

Section 9. Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

Section 10. Assignment

Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 11. Independent Contractors

The parties acknowledge and agree that each party and its respective representatives are performing services and providing resources under this Agreement as independent contractors and not as employees, agents, partners of, or joint ventures with any other party.

Section 12. Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require any party or a party's representative to refer or admit any patients to, or order any goods or services from another party. Notwithstanding any unanticipated effect of any provision of this Agreement, no party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs. All payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

Section 13. Dispute Resolution

In the event that any dispute arises between the parties arising out of or related to the validity, interpretation, enforcement or performance of this Agreement, or otherwise arising out of the relationship between the parties or the termination of that relationship, any party may by written notice call a meeting regarding such dispute to be attended by an executive officer of each party who has the authority to negotiate and bind that party to a resolution. At the meeting, the parties will attempt in good faith to resolve the dispute. No party will proceed to seek judicial relief with respect to any dispute prior to the resolution session described in this Section 13.

Section 14. No Third Party Beneficiaries

This Agreement is entered into for the sole benefit of County, HPSM, and LPCH. Nothing contained herein or in the parties' course of dealings shall be construed as

conferring any third party beneficiary status on any person or entity not a party to this Agreement.

Section 15. Governing Law

This Agreement shall be governed by the laws of the State of California.

Section 16. Amendments

All amendments must be in writing and shall be approved by the County Board of Supervisors, LPCH Executive management, and an authorized representative of the HPSM.

Section 17. Use of Names, Logos, Corporate Identity

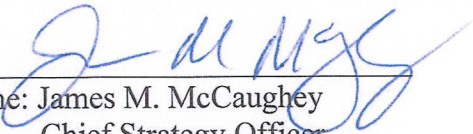
No party may use the name, logo, or corporate identity of any other party for any purpose without the prior written consent of the other party whose name, logo, or corporate identity is proposed to be used ("granting party").

Section 18. Excluded Provider Representation and Warranty.

Each party represents and warrants that it has not been excluded, debarred, or otherwise made ineligible to participate in any Federal Healthcare program as defined in 42 USC § 1320a-7b(f). Each party represents and warrants that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal healthcare programs"); (ii) is not convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the terms of this Agreement and each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section.

IN WITNESS, the duly authorized representatives of the parties have executed this Agreement in duplicate as of the date last signed below.

LUCILE SALTER PACKARD CHILDREN'S HOSPITAL AT STANFORD

By 
Name: James M. McCaughey
Chief Strategy Officer

Date: 11-15-2013

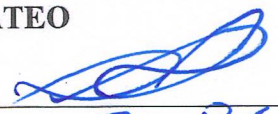
COUNTY OF SAN MATEO

By _____
Name: President, Board of Supervisors,
San Mateo County
Date: _____

ATTEST:

By: _____
Clerk of Said Board

THE SAN MATEO HEALTH COMMISSION dba THE HEALTH PLAN OF SAN MATEO

By 
Name: Ron Robinson
Date: 3.20.14



June 7, 2013

Susan Ehrlich, MD, Chief Executive Officer
San Mateo Medical Center
222 West 39th Ave.
San Mateo, CA 94403

Dear Dr. Ehrlich:

It is my pleasure to confirm that the Board of Directors of Lucile Salter Packard Children's Hospital at Stanford ("LPCH") has approved a community investment grant of \$300,000 in our FY2012-2013 year to support the Community Health Network for the Underserved Obstetric Initiative. This funding is designated to support the labor, delivery, and prenatal services coordination initiative. The grant period of June 1, 2012 – May 31, 2013 and is the first of a two year grant that ends May 31, 2014 as indicated in the Memorandum of Agreement Among the County of San Mateo, Lucile Packard Children's Hospital at Stanford, and the San Mateo Health Commission dba the Health Plan of San Mateo regarding the Community Health Network for the Uninsured, completed in June 2013. Full payment not to exceed \$300,000 will be paid upon receipt of a year-end progress report and invoice in the July 2013 time period.

We have agreed to the following metrics to assess the value of this investment:

Goal 1: The County and Health Plan of San Mateo (HPSM) shall use their best efforts to facilitate redirection of pregnant women who are not high-risk and live north of Redwood City to other area hospitals for delivery.

Goal 2: The County will improve the coordination and management of prenatal and postnatal care for women and infants, and track and monitor improvements in prenatal care access and delivery services for the low-income population served.

Goal 2, Objective 1: The County will continue to contract for the services of OB-GYN physicians who perform labor and delivery services for low-income women residing in the county who deliver at LPCH. The county shall provide LPCH with a copy of the contract for OB-GYN services, along with any amendments.

Goal 2, Objective 2: The HPSM shall develop and lead the implementation of focused quality monitoring and improvement initiatives for prenatal care.

Goal 2, Objective 3: The County, through SMMC, shall coordinate and provide prenatal care for approximately 1,000 low-income pregnant women who reside in San Mateo County, including those who are referred to LPCH for delivery. SMMC will be responsible for providing prenatal obstetric and gynecological care for these patients prior to admission for delivery at LPCH and after their discharge from LPCH.

Goal 2, Objective 4: On a semi-annual basis, the HPSM will provide the County and LPCH with a report on the status of its focused quality monitoring and improvement initiatives.

At this time, please submit a year-end report due July 8, 2013 detailing your progress and success in achieving the aforementioned goals and objectives.



If this letter and attached Grant Terms and Conditions are acceptable to you, please sign two original copies of the attached agreement, keep one, and return one by July 8, 2013 to:

Colleen Haesloop
Project Manager, Community Partnerships
Lucile Packard Children's Hospital at Stanford
725 Welch Road, MC: 5535
Palo Alto, CA 94304

We are delighted to offer this support and look forward to our continuing collaboration to improve access to health services for children, adolescents, and expectant mothers.

Sincerely,

Colleen Haesloop, Project Manager
Community Partnerships



**Lucile Salter Packard Children's Hospital at Stanford
Grant Terms and Conditions**

The following Terms and Conditions apply to your organization's use of Lucile Salter Packard Children's Hospital at Stanford's ("LPCH") community investment grant:

Use of Grant Funds. Under United States law, LPCH community investment funds and income earned thereon may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the purpose stated in the grant letter.

Use of Income. LPCH encourages the deposit of grant funds in an interest-bearing account whenever feasible. Any interest earned is to be used in direct furtherance of the stated purposes of the grant. Any grant funds, and any income earned thereon, not expended or committed for the purpose of the approved grant will be returned to LPCH.

No Lobbying. LPCH funds may not be used by your organization to carry out propaganda, or otherwise to attempt to influence any legislation, within the meanings of sections 4945(d) (1) and (2) of the Internal Revenue Code of 1986 and the Treasury regulations thereunder.

Required Reports. One written year-end progress report, signed by the appropriate officer of your organization, are to be sent to LPCH by July 8, 2013. The report should be submitted to Colleen Haesloop, Project Manager, Community Partnerships at the address noted on the grant letter.

Monitoring and Evaluation. LPCH may monitor and conduct an evaluation of operations under this grant, which may include a visit from LPCH personnel and members of the Community Advisory Council, to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities supported by this grant.

Communication. Communication is essential for an organization to achieve its mission. LPCH will publicize its community investments to various audiences, with the goal of increasing awareness of the LPCH-Community Health Network for the Underserved collaboration. LPCH will submit such releases for your review prior to distribution. LPCH encourages you to publicize this partnership and how this investment will help you achieve your mission. We require that you send LPCH drafts of any communication materials that mention LPCH for our review and approval. Please submit these to Colleen Haesloop at the address in the grant letter. In any publication referring to or resulting from this project/program, appropriate acknowledgement of LPCH's support would be appreciated and should state: *Funded by a grant from Lucile Salter Packard Children's Hospital at Stanford, Palo Alto, California.* Please also send final copies of all materials you produce that mention the LPCH grant.

Tax Status. It is understood that, by signing this agreement, San Mateo Medical Center confirms that it has been determined by the Internal Revenue Service to be a tax-exempt entity, that it is not a private foundation as described in section 509(a) of the Code, and that this determination has not been revoked or modified and continues in full force and effect. If the determination is revoked or modified, you must notify LPCH immediately. No payment hereunder shall be required to be made at any time after your organization ceases to be a tax-exempt organization.



**Lucile Packard
Children's Hospital
at Stanford**

Intent of Parties. Nothing in this Agreement, or in any other written or oral agreement between LPCH and San Mateo Medical Center, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to LPCH.

Accepted and Agreed:

Signature: _____

Printed Name and Title: SUSAN EHRLICH, CEO

Date: _____

6/13/13



November 6, 2013

Susan Ehrlich, MD, Chief Executive Officer
San Mateo Medical Center
222 West 39th Ave.
San Mateo, CA 94403

Dear Dr. Ehrlich:

It is my pleasure to confirm that the Board of Directors of Lucile Salter Packard Children's Hospital at Stanford ("LPCH") has approved a community investment grant of \$300,000 in our FY2013-2014 year to support the Community Health Network for the Underserved Obstetric Initiative. This funding is designated to support the labor, delivery, and prenatal services coordination initiative. The grant period of June 1, 2013 – May 31, 2014 and is the second of a two-year grant that ends May 31, 2014 as indicated in the Memorandum of Agreement Among the County of San Mateo, Lucile Packard Children's Hospital at Stanford, and the San Mateo Health Commission dba the Health Plan of San Mateo regarding the Community Health Network for the Uninsured, completed in June 2013. Full payment, not to exceed \$300,000, will be paid upon receipt of a year-end progress report and invoice in the July 2014 time period.

We have agreed to the following metrics to assess the value of this investment:

Goal 1: The County and Health Plan of San Mateo (HPSM) shall use their best efforts to facilitate redirection of pregnant women who are not high-risk and live north of Redwood City to other area hospitals for delivery. Until PAMF/Mills-Peninsula are able to reinstate their participation in the OB network of care, Sequoia Hospital is the only one participating in the network.

Goal 2: The County will improve the coordination and management of prenatal and postnatal care for women and infants, and track and monitor improvements in prenatal care access and delivery services for the low-income population served.

Goal 2, Objective 1: The County will continue to contract for the services of OB-GYN physicians who perform labor and delivery services for low-income women residing in the county who deliver at LPCH. The county shall provide LPCH with a copy of the contract for OB-GYN services, along with any amendments.

Goal 2, Objective 2: The County, through SMMC, shall coordinate and provide prenatal care for approximately 1,000 low-income pregnant women who reside in San Mateo County, including those who are referred to LPCH for delivery. SMMC will be responsible for providing prenatal obstetric and gynecological care for these patients prior to admission for delivery at LPCH and after their discharge from LPCH.

Goal 2, Objective 3 (new): On a semi-annual basis SMMC, HPSM, Sequoia Hospital and LPCH will review and make any necessary changes to the continuity of prenatal care, delivery, and postnatal care for low income women protocols.



Goal 2, Objective 4: The HPSM shall develop and lead the implementation of focused quality monitoring and improvement initiatives for prenatal care.

Goal 2, Objective 5: On a semi-annual basis, the HPSM will provide the County and LPCH with a report on the status of its focused quality monitoring and improvement initiatives.

Goal 3 (new): The San Mateo Medical Center shall convene key stakeholders to identify and implement quality monitoring and improvement initiatives for prenatal and postpartum care.

We will be requesting a simple progress report due in January 2014 and a final report due in July 2014.

If this letter and attached Grant Terms and Conditions are acceptable to you, please sign two original copies of the attached agreement, keep one, and return one by December 2, 2013 to:

Sherri Sager
Chief Government and Community Relations Officer
Lucile Packard Children's Hospital at Stanford
725 Welch Road, MC: 5524
Palo Alto, CA 94304

We are delighted to offer this support and look forward to our continuing collaboration to improve access to health services for children and expectant mothers in our community.

Sincerely,

Colleen Haesloop, Project Manager
Community Partnerships



**Lucile Salter Packard Children's Hospital at Stanford
Grant Terms and Conditions**

The following Terms and Conditions apply to your organization's use of Lucile Salter Packard Children's Hospital at Stanford's ("LPCH") community investment grant:

Use of Grant Funds. Under United States law, LPCH community investment funds and income earned thereon may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the purpose stated in the grant letter.

Use of Income. LPCH encourages the deposit of grant funds in an interest-bearing account whenever feasible. Any interest earned is to be used in direct furtherance of the stated purposes of the grant. Any grant funds, and any income earned thereon, not expended or committed for the purpose of the approved grant will be returned to LPCH.

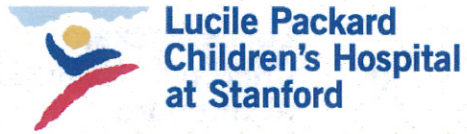
No Lobbying. LPCH funds may not be used by your organization to carry out propaganda, or otherwise to attempt to influence any legislation, within the meanings of sections 4945(d) (1) and (2) of the Internal Revenue Code of 1986 and the Treasury regulations thereunder.

Required Reports. Written reports, signed by the appropriate officer of your organization, are to be sent to LPCH twice in a grant year. An interim progress report is due January 2014 and a year-end report is due in July 2014. Both should be submitted to Sherri Sager, Chief Government and Community Relations Officer, at the address noted on the grant letter.

Monitoring and Evaluation. LPCH may monitor and conduct an evaluation of operations under this grant, which may include a visit from LPCH personnel and members of the Community Advisory Council, to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities supported by this grant.

Communication. Communication is essential for an organization to achieve its mission. LPCH will publicize its community investments to various audiences, with the goal of increasing awareness of the LPCH-Community Health Network for the Underserved collaboration. LPCH will submit such releases for your review prior to distribution. LPCH encourages you to publicize this partnership and how this investment will help you achieve your mission. We require that you send LPCH drafts of any communication materials that mention LPCH for our review and approval. Please submit these to Colleen Haesloop at the address in the grant letter. In any publication referring to or resulting from this project/program, appropriate acknowledgement of LPCH's support would be appreciated and should state: *Funded by a grant from Lucile Salter Packard Children's Hospital at Stanford, Palo Alto, California.* Please also send final copies of all materials you produce that mention the LPCH grant.

Tax Status. It is understood that, by signing this agreement, San Mateo Medical Center confirms that it has been determined by the Internal Revenue Service to be a tax-exempt entity, that it is not a private foundation as described in section 509(a) of the Code, and that this determination has not been revoked or modified and continues in full force and effect. If the determination is revoked or modified, you must notify LPCH immediately. No payment hereunder shall be required to be made at any time after your organization ceases to be a tax-exempt organization.



Intent of Parties. Nothing in this Agreement, or in any other written or oral agreement between LPCH and San Mateo Medical Center, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to LPCH.

Accepted and Agreed:

Signature: _____

Printed Name and Title: _____

Susan P. Eberlich, CEO

Date: _____

12/19/13