

MEDICAL SERVICES AGREEMENT

This Medical Services Agreement ("Agreement") is dated February 1, 2019 and is by and among Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation, doing business as Kaiser Permanente Redwood City Medical Center ("Hospital"), The Permanente Medical Group, Inc., a California professional corporation ("Medical Group"), the County of San Mateo (the "County"), and the San Mateo Health Commission, dba Health Plan of San Mateo ("HPSM"). Hospital, Medical Group, County and HPSM are sometimes referred to herein individually as a "Party" or collectively as the "Parties". The County and HPSM are sometimes referred to herein collectively as "Agency".

RECITALS

- A. Hospital is an organization exempt from Federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code and Agency is either (i) an organization exempt from Federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code or (ii) a local, state or federal government agency eligible to receive charitable contributions;
- B. 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 serves as the public system hub of the health care safety net;
- C. HPSM serves as the County's third-party administrator for health care services provided to County residents who are medically indigent as well as the Medi-Cal, Healthy Families, Healthy Kids, and Medicare Advantage programs which involve many healthcare providers who serve San Mateo County's low-income residents; and in this capacity undertakes efforts to increase the medical care available for the underserved;
- D. The County and HPSM wish to arrange for the provision of certain specialty professional services (the "Professional Services") and hospital services (the "Hospital Services", and together with the Professional Services, the "Medical Services") set forth on one or more statements of work attached to this Agreement to patients of SMMC ("Patients" or, individually, a "Patient"), some of whom may qualify for free services pursuant to the terms of the Kaiser Foundation Health Plan, Inc. ("KFHP") Medical Financial Assistance Program, and to provide certain patient management, support and referral services in furtherance of such arrangement in accordance with the terms and conditions set forth herein.
- E. Hospital has expertise in arranging, through Medical Group, for the provision of the Medical Services, and wishes to arrange for the provision of Medical

Services for Patients identified by SMMC in accordance with the terms and conditions set forth herein

NOW, THEREFORE, the Parties, agree as follows:

1. Statement of Work. "Statement of Work" or "SOW" means a written statement of work executed by the Parties in the form attached hereto as Exhibit 1. Each Statement of Work shall be subject to the terms of this Agreement and shall be deemed to incorporate all terms and conditions of this Agreement as if fully set forth in the SOW. Any capitalized term used but not otherwise defined in a Statement of Work shall have the meaning set forth in this Agreement. In the event of any conflict between the terms of this Agreement and the terms of an SOW, the terms of this Agreement shall govern.
2. Agency Obligations. Agency shall, through its employees, agents or independent contractors, provide the following patient management, support and referral services (the "Management Services") to Patients, Hospital and Medical Group:
 - 2.1 Notice of Privacy Practices. Agency shall (i) provide each Patient with a "Notice of Privacy Practices" and (ii) arrange for each Patient to execute a written authorization that permits each of the Parties, each of the Patient's other health care providers and KFHP to release protected health information to each other as required for the performance of this Agreement. Such notice and written authorization shall be in a form reasonably acceptable to Hospital.
 - 2.2 General Support Services. Agency shall provide general support services to Patients, Hospital, and Medical Group, including but not limited to the following:
 - 2.2.1. Designate one representative who, on behalf of Agency, shall coordinate Patient care and information exchange with designated representatives of Hospital and Medical Group and shall serve as the primary Agency point of contact for Hospital and Medical Group.
 - 2.2.2. If applicable, ensure that Patient is eligible for the Medical Services in accordance with Section 2.3 below.
 - 2.2.3. Prior to referral, comply with the referral guidelines set forth in the applicable SOW, including, without limitation, Patient's completion of appropriate physician consultations and diagnostic tests.

- 2.2.4. If applicable, coordinate with Hospital and Medical Group to schedule appropriate appointments with Hospital and Medical Group, respectively.
 - 2.2.5. Track Patients from referral through the provision of Medical Services and follow-up procedures, if any.
- 2.3 Eligibility Screening. Agency shall perform eligibility screening as required by Section 2.2.2 above by ensuring that each Patient shall meet the eligibility criteria set forth in the applicable SOW.
- 2.4 Reports. Agency shall prepare and furnish to Hospital promptly after the close of each calendar month and each calendar year, or at such other time as Hospital may reasonably request, a report summarizing the Patient referrals made by Agency to Hospital and Medical Group under this Agreement in such calendar month or year or other period specified by Hospital. Each such report shall include, at a minimum, the information set forth in on Exhibit 2 attached hereto, as well as any additional information specified in the applicable SOW or otherwise reasonably requested by Hospital.
- 2.5 Communication. Agency shall cooperate with Hospital in Hospital's efforts to inform appropriate segments of the public about KFHP's Medical Financial Assistance Program and the Medical Services. All such public communication shall be coordinated with KFHP's Community Benefit and Public Affairs Departments.
- 2.6 Licensure; Compliance with Laws. Agency possesses all licenses, permits and/or accreditations necessary for the performance of its duties hereunder and shall comply with all laws, rules and regulations applicable to Agency.
- 2.7 Medical Records. Medical records of Patients to whom Medical Group and Hospital provide Medical Services shall be made available for review and copying upon request or as necessary for Hospital and Medical Group to provide Medical Services hereunder. Agency shall arrange for access to medical records by Medical Group and Hospital during normal business hours upon reasonable notice to Agency.
- 2.8 Audits. At Hospital's request, Agency shall allow Hospital to conduct audits of Patient referrals made by Agency hereunder to ensure compliance with the terms of this Agreement, and shall provide Hospital with access to all records related to such referrals. Audits by Hospital shall be permitted upon reasonable prior notice to Agency and during normal business hours. In the event that Hospital reasonably determines that Agency has not complied with any

material term of this Agreement, then Hospital may terminate this Agreement immediately upon delivery of written notice to Agency.

3. Medical Group Obligations. Medical Group shall, through its principals, employees, agents or independent contractors, provide the following services to Agency and Patients in connection with this Agreement:
 - 3.1 Coordination. Medical Group shall designate one representative who, on behalf of Medical Group, shall coordinate Patient care and information exchange with designated representatives of Hospital and Agency and shall serve as the primary Medical Group point of contact for Hospital and Agency.
 - 3.2 Professional Services.
 - 3.2.1. Subject to the provisions of the applicable Statements of Work attached to this Agreement, Medical Group shall provide Professional Services to Patients referred by Agency. If Medical Group determines that any referred Patient is not medically suitable for the performance of the Professional Services, Medical Group shall promptly notify Agency and Hospital and coordinate with Agency for disposition of such Patient. Any Professional Service not listed on a Statement of Work shall be outside the scope of this Agreement. If the Parties desire for Medical Group to provide any professional services that are outside the scope of the services set forth on an SOW, then the Parties shall execute one or more Statements of Work for such additional services.
 - 3.2.2. Medical Group agrees that all Professional Services shall be performed in a manner consistent with applicable community standards for such services.
 - 3.2.3. Medical Group shall be solely responsible for all Professional Services provided to Patients by Medical Group in connection with this Agreement.
 - 3.3 Licensure; Compliance with Laws. Only licensed and qualified physicians and clinical professionals shall provide Professional Services to Patients referred from Agency. Medical Group shall provide Professional Services in accordance with all applicable laws, rules and regulations.
 - 3.4 Reports. Medical Group shall prepare and furnish to Hospital and Agency promptly after the close of each calendar year, or at such other time as Hospital or Agency may reasonably request, a report

summarizing, in such detail as is reasonably acceptable to Hospital and Agency, the Professional Services provided by Medical Group under this Agreement in such calendar year or other period specified by Hospital or Agency.

4. Hospital Obligations. Hospital shall, through its employees, agents or independent contractors, provide the following services to Patients and Agency in connection with this Agreement:
 - 4.1 Coordination. Hospital shall designate one representative who, on behalf of Hospital, shall coordinate Patient care and information exchange with designated representatives of Medical Group and Agency and shall serve as the Hospital point of contact for Agency and Medical Group.
 - 4.2 Hospital Services.
 - 4.2.1. Subject to the provisions of the applicable Statements of Work, Hospital shall provide Hospital Services to Patients referred for Hospital Services under this Agreement. Any Hospital Service not listed on a Statement of Work shall be outside the scope of this Agreement. If the Parties desire for Hospital to provide any hospital services that are outside the scope of the services set forth on an SOW, then the Parties shall execute one or more Statements of Work for such additional services.
 - 4.2.2. Hospital shall be solely responsible for all Hospital Services provided to Patients by Hospital in connection with this Agreement.
 - 4.3 Licensure; Compliance with Laws. Hospital possesses all licenses, permits and/or accreditations necessary for the performance of its duties hereunder and shall comply with all laws, rules and regulations applicable to Hospital.
5. Compensation.
 - 5.1 The applicable provider of Medical Services shall bill HPSM, and HPSM shall pay, for Medical Services rendered to beneficiaries of HPSM at the rate set forth in the then-current HPSM fee schedule for the HPSM program applicable to the beneficiary receiving the medical services.
 - 5.2 Subject to the provisions of Section 5.3 below, the applicable provider of Medical Services provided to beneficiaries of a commercial health

insurer, commercial HMO or other commercial payor (a "Commercial Payor") will bill such Commercial Payor for such Medical Services.

- 5.3 If Medical Services will be provided to a beneficiary of a Commercial Payor, then prior to transferring such Patient to Hospital, SMMC agrees obtains any prior authorization for the Medical Services required by such Commercial Payor as a condition for payment, and will also obtain any further authorizations or information that the Commercial Payor may require after such transfer. Medical Services provided to such Patient shall be billed to the Commercial Payor using the authorization number and related information that is obtained by SMMC from the Commercial Payor and provided to Hospital and Medical Group. If an authorization is not obtained by SMMC and provided to Hospital and Medical Group, and payment for the Medical Services is denied by the Commercial Payor for failure to obtain such authorization, then SMMC shall be responsible for payment for the Medical Services at the applicable Medicare rate.
- 5.4 With respect to any patient who qualifies under KFHP's Medical Financial Assistance Program, no Party shall (a) accept from Agency or any other individual or entity any form of compensation for the provision of any Medical Services pursuant to this Agreement or (b) bill any individual or entity, including the Medicare or Medi-Cal programs, for services provided hereunder, and no Party shall accept or receive any funds from the Medicare or Medi-Cal programs as compensation for such services.
- 5.5 If a Patient is not the beneficiary of HPSM or a Commercial Payor, and does not qualify under KFHP's Medical Financial Assistance Program, then the applicable provider of the Medical Services may bill such Patient for the Medical Services to the extent permitted by applicable law.

6. Term and Termination.

- 6.1 Term. The term of this Agreement shall be effective as of the date first stated above, and shall automatically terminate in three (3) years on January 31, 2022 unless the parties agree in writing to extend the Agreement for one or more additional years.
- 6.2 Termination at Will. This Agreement may be terminated by any Party hereto at any time, with or without cause, by giving at least thirty (30) days' prior written notice to each of the other Parties.
- 6.3 Immediate Termination. Any Party may terminate this Agreement immediately upon the provision of written notice to each of the other

Parties if the terminating party reasonably determines that continued performance of this Agreement would (a) jeopardize the mental or physical health or safety of any Patient or (b) result in a violation of any legal or regulatory requirement, including, without limitation, those related to a Party's status as an entity exempt from taxation.

- 6.4 Obligations upon Termination. Upon the expiration or termination of this Agreement, the Parties shall cooperate to arrange for the transfer or continued care of Patients receiving Medical Services as of the date of such expiration or termination. Within thirty (30) days following the expiration or termination of this Agreement, Agency shall provide Hospital with a report summarizing all Patient referrals from the commencement of this Agreement through the date of expiration or termination in the form described in Section 2.5 hereof, together with copies of such records and documentation related to the referrals as Hospital may request.

7. Indemnification.

- 7.1 Indemnification by the County. The County shall indemnify, defend and hold harmless all persons or organizations cooperating in the conduct of the health care program known as the "Kaiser Permanente Medical Care Program", including without limitation Kaiser Foundation Hospitals ("KFH"), KFHP, and Medical Group, and each of their officers, partners, physicians, employees and agents, from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), judgments or obligations, actions or causes of action whatsoever, to the extent arising from or in connection with any acts, failures to act or the performance of or failure to perform obligations hereunder by the County or HPSM, their respective officers, partners, employees, subcontractors or agents.
- 7.2 Indemnification by Medical Group. Medical Group shall indemnify, defend and hold harmless the County and HPSM and their respective officers, partners, physicians, employees and agents from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), judgments or obligations, actions or causes of action whatsoever, to the extent arising from or in connection with any acts, failures to act or the performance of or failure to perform obligations hereunder by Medical Group, its officers, partners, employees, subcontractors or agents.
- 7.3 Indemnification by Hospital. Hospital shall indemnify, defend and hold

harmless the County and HPSM and their respective officers, partners, physicians, employees and agents from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), judgments or obligations, actions or causes of action whatsoever, to the extent arising from or in connection with any acts, failures to act or the performance of or failure to perform obligations hereunder by Hospital, its officers, partners, employees, subcontractors or agents.

8. Insurance. The County, at its sole expense, shall ensure that SMMC shall maintain in full force and effect, and written by carriers reasonably acceptable to Hospital, (a) all insurance coverage required by applicable law, including workers' compensation, (b) automobile with coverage limits of not less than \$1,000,000 (combined single limit), (c) commercial general liability insurance with coverage limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, (d) professional liability insurance covering activities in connection with this Agreement each with limits of not less than \$2,000,000 per occurrence or claim and \$8,000,000 annual aggregate, and (e) umbrella/excess liability insurance with coverage limits of not less than \$3,000,000 per occurrence and \$3,000,000 annual aggregate. All such insurance shall also contain cross-liability endorsements, be on an occurrence basis and be primary and noncontributing with respect to any policies carried by KFHP, KFH or Medical Group and shall state that any coverage carried by KFHP, KFH or Medical Group shall be excess insurance. The County shall cause these insurance policies to require at least 60 days written notice to Hospital prior to the effective date of any material change to or cancellation of such policies. The County shall ensure that KFHP, KFH and Medical Group are listed as additional insureds on SMMC professional liability policies maintained in accordance with this Agreement and, prior to Hospital or Medical Group providing any services hereunder, shall provide Hospital and Medical Group with copies of such policies or other evidence acceptable to Hospital and Medical Group that KFHP, KFH and Medical Group are named insureds under such policies.
9. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when hand delivered or when deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid and sent to the following address, or such other address as a Party may specify by providing notice to the other Parties pursuant to this provision:

If to County: Chief Executive Officer
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
Executive Director
Health Plan of San Mateo
701 Gateway Boulevard, Suite 400
South San Francisco, CA 94080

If to Hospital: Sheila Gilson, RN, MSM CENP
Senior Vice President & Area Manager
San Mateo Area
Kaiser Foundation Hospitals/Health Plan
901 Marshall Street, 3rd Floor
Redwood City, CA 94063
Office: 650-299-3122
Cell: 650-219-9350
Email: Sheila.Gilson@kp.org

With a copy to: Nathaniel Oubre
Executive Director, Medi-Cal Strategy
Northern California Region
Kaiser Foundation Health Plan, Inc.
1800 Harrison – 25th Floor, Oakland, CA 94612
Phone: 510-625-6337

and to Medical Group, at the address below.

If to Medical Group: William Firtch, M.D.
Physician-in-Chief
The Permanente Medical Group
Redwood City Medical Center
901 Marshall Street, 3rd Floor
Redwood City, CA 94063
Office: 650-299-4740
Email: William.Firtch@kp.org

With a copy to Hospital and to Executive Director, at the addresses above.

10. Independent Contractors. Each of Hospital, Medical Group and Agency enters into this Agreement as, and will remain throughout the term of this

Agreement, an independent contractor of the other Parties. Nothing in this Agreement is intended to create, nor shall it be construed to create, between or among the Parties a relationship of principal, agent, employee, partner or joint venture.

11. Force Majeure. No party hereto shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of nature, war or other violence, or any law, order or requirement of any governmental agency or authority, provided that the Party claiming the force majeure event shall use reasonable efforts to continue to perform.
12. Survival. Any provision of this Agreement, which by its nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement, shall survive any termination or expiration of this Agreement.
13. Severability. The provisions of this Agreement are specifically made severable. If any clause or provision herein is held to be invalid, unenforceable or illegal under applicable law, such holding shall not effect the validity and enforceability of the other clauses and provisions of this Agreement.
14. Waiver. No waiver of any breach of any covenant or provision contained in this Agreement and no waiver of the exercise of any right provided under this Agreement shall be deemed a waiver of any preceding or succeeding breach of such covenant or provision, any preceding or succeeding exercise of such right, or of the breach or exercise of any other covenant or provision in this Agreement.
15. Governing Law. This Agreement is made and entered into in the State of California and its provisions shall be interpreted and enforced in accord with the laws of the State of California.
16. Modifications. No modification, amendment or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all Parties.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
18. Assignment. No party shall sell, assign, or transfer its rights or obligations under this Agreement, in whole or in part, to any person, firm, corporation or other entity without first obtaining the prior written consent of the other Parties.

19. Entire Agreement. This Agreement, including Exhibits and Statements of Work, constitutes the entire agreement among the Parties hereto with respect to the subject matter of this Agreement and supersedes all other oral and written representations, understandings or agreements.
20. Attachments: Exhibit 1: Statement of Work, incorporated by this reference.
Exhibit 2: Agency Referral Report, incorporated by this reference.

The parties hereby enter into this Agreement as of the date first written above.

COUNTY OF SAN MATEO

By: _____
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: Maya Altman
Name: Maya Altman
Date: 12/7/18

KAISER FOUNDATION HOSPITALS

By: Shelia Gilson
Name: Shelia Gilson
Title: SVP/Area Manager RWC

THE PERMANENTE MEDICAL GROUP, INC.

By: William Forster
Name: William Forster
Title: PIC

EXHIBIT 1

STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to the Medical Services Agreement among Kaiser Foundation Hospitals, doing business as Kaiser Permanente Redwood City Medical Center ("Hospital"), The Permanente Medical Group, Inc. ("Medical Group"), and the County of San Mateo (the "County"), and the San Mateo Health Commission, dba Health Plan of San Mateo ("HPSM"), August 1, 2018 (the "Agreement"). The County and HPSM are sometimes referred to herein collectively as "Agency". This SOW shall be deemed to incorporate all terms and conditions of the Agreement as if fully set forth in this SOW. Any capitalized term used in this SOW and not otherwise defined herein shall have the meaning set forth in the Agreement.

1. Effective Date

This Statement of Work is effective as of August 1, 2018 ("SOW Effective Date").

2. Patient Eligibility Criteria

Agency shall ensure that each Patient meets the following eligibility criteria:

Any Patient will be eligible for cranial neurosurgical services provided by Hospital if:

- The Patient presents to the San Mateo Medical Center (SMMC) emergency department; and, in the opinion of the SMMC emergency department physician, the Patient requires a cranial neurosurgical consult.
- The SMMC emergency department physician will then contact the SMMC contracted neurosurgeon on-call.
- If the SMMC contracted neurosurgeon and their designated back-up are not available for consult, SMMC Emergency Department physician will then contact the Medical Group neurosurgeon on-call at Hospital for the consult.
- Medical Group neurosurgeon at Hospital will determine whether or not the Patient meets criteria for cranial neurosurgical intervention, and is stable for transfer. If the Patient meets such criteria and is stable, SMMC will arrange for the immediate transfer of the patient to Hospital.

- The Hospital does not provide Pediatric neurosurgery services. SMMC should refer pediatric cases (under 18 years of age) to sites which provide this care.
- SMMC representative will contact the Hospital when backup call coverage is needed by the Medical Group neurosurgeon due to SMMC contracted neurosurgery provider not being available.

In accordance with applicable law, prior to transferring any Patient to Hospital, Agency shall make every reasonable effort to confirm whether a Patient has insurance or other benefits that cover the Services, and shall provide Hospital and Medical Group with such coverage information prior to or at the time Patient is transferred to Hospital, or as soon thereafter as the information becomes available to Agency.

3. Professional Services

Medical Group shall provide the following Professional Services:

The Medical Group neurosurgeon on call at Hospital will make the clinical decision as to whether or not a Patient in the SMMC emergency department requires emergent cranial neurosurgery and should therefore be transferred to Hospital.

Subject to the availability of appropriate medical professionals, including, without limitation, a neurosurgeon, and the availability of Hospital resources, in accordance with Section 4 below, Medical Group will provide emergency cranial neurosurgery services to Patients referred by SMMC in accordance with the terms of this Agreement. Except as otherwise expressly set forth in this Agreement, Medical Group shall not be obligated to provide any services under this Agreement after the point at which a Patient no longer needs the care of a neurosurgeon in an inpatient setting and is stable for transfer, as determined by Medical Group.

Any professional services not listed in this SOW shall be outside the scope of this SOW.

4. Hospital Services

Hospital shall provide the following Hospital Services:

Subject to the availability of Hospital resources, Hospital shall provide all services customarily provided by an inpatient hospital in connection with the provision of emergency cranial neurosurgery services. Except as otherwise expressly set forth in this Agreement, Hospital shall not be obligated to provide any services under this Agreement after the point at which a Patient no longer needs the care

of a neurosurgeon in an inpatient setting and is stable for transfer, as determined by Medical Group.

Any hospital services not listed in this SOW shall be considered outside the scope of this SOW.

5. Referral Guidelines

Prior to referral of a Patient for the Medical Services set forth in this SOW, Agency shall ensure that the following have been completed with respect to such Patient:

- The Patient presents to the San Mateo Medical Center (SMMC) emergency department; and, in the opinion of the SMMC emergency department physician, the Patient requires a cranial neurosurgical consult.
- The SMMC emergency department physician will then contact the SMMC contracted neurosurgeon on-call.
- If the SMMC contracted neurosurgeon and their designated back-up are not available for consult, SMMC Emergency Department physician will then contact the Medical Group neurosurgeon on-call at Hospital for the consult.
- Medical Group neurosurgeon at Hospital will determine whether or not the Patient meets criteria for cranial neurosurgical intervention, and is stable for transfer. If the Patient meets such criteria and is stable, SMMC will arrange for the immediate transfer of the patient to Hospital.
- The Hospital does not provide Pediatric neurosurgery services. SMMC should refer pediatric cases (under 18 years of age) to sites which provide this care.
- SMMC representative will contact the Hospital when backup call coverage is needed due to SMMC contracted neurosurgery provider not being available.

To make the determination of whether or not a Patient requires cranial neurosurgical intervention, the Medical Group neurosurgeon at Hospital will require all relevant imaging studies to be transmitted to Hospital for review. SMMC will transmit these studies via the information technology systems established for this data transfer. The parties understand and agree that the

VPN connection that is being used to transmit images from SMMC to Hospital uses the public internet and is outside of the parties' control. VPN connections offer no "Quality of Service" bandwidth guarantee and can only use bandwidth available at time of transmission. The parties agree that backup procedures and protocols shall be in place that call for SMMC to burn images to a CD DICOM format and send pertinent patient information via transport by cab, or courier in the event of network failure. The parties also agree to develop protocols to perform regular tests of the transmissions between the two PACS sites.

If a Patient is a Medi-Cal fee-for-service beneficiary with coverage for the Medical Services, then, in accordance with applicable law and current Agency practice, Agency shall attempt to transfer such Patient to a California Medical Assistance Commission-contracted hospital to receive emergency cranial neurosurgery services prior to sending the Patient to Hospital for such services in accordance with this Agreement.

If the Patient is accepted for transfer to Hospital, SMMC will transport the patient, as SMMC's expense, to Hospital, together with the following information regarding the Patient (if available):

- List of current medications and allergies
- Past medical history
- Code status
- All relevant imaging studies

6. Discharge Guidelines

SMMC shall be responsible for all discharge planning for Patients. When a Patient no longer requires the care of a neurosurgeon in an inpatient setting and is stable for transfer, as determined by Medical Group, SMMC shall be responsible for determining the appropriate setting for the Patient's further care, determining the facility to which the Patient will be transferred, and arranging for transport to such facility at SMMC's expense. Upon such transfer, subject to applicable law, Hospital shall provide the receiving facility, if any, with all relevant medical records and information related to the cranial neurosurgical care provided to Patient in accordance with Hospital policies and procedures.

In the event that SMMC does not promptly transfer a Patient who is ready for discharge from Hospital in accordance with the preceding paragraph, SMMC shall be responsible for (a) any costs incurred by Hospital or Medical Group with respect to the discharge of such Patient and (b) reimbursement of Hospital and Medical Group, at the applicable Medicare rate, for any hospital or professional services, respectively, provided to such Patient after the Patient is ready for

discharge from Hospital in accordance with the preceding paragraph and prior to discharge.

Notwithstanding the foregoing:

- a. Patients will be eligible for one (1) follow up visit with the Medical Group neurosurgeon at Hospital post-discharge from Hospital; and
- b. In the event that a Patient experiences cranial neurosurgical complications following transfer or discharge from Hospital:
 - i. Medical Group, at its sole discretion, may agree to provide consultation regarding the Patient to the medical staff of SMMC or another receiving facility; and/or
 - ii. Medical Group and Hospital, at their sole discretion, may agree to provide follow-up care to the Patient at Hospital; and
 - iii. In the event that Medical Group and/or Hospital agree to provide the services described in subsections (i) or (ii) above, then such services will be deemed Medical Services subject to the applicable terms of this Agreement.

7. Agency Referral Report

In addition to the information set forth on Exhibit 2 to the Agreement, Agency shall include the following in each report delivered to Hospital pursuant to Section 2.4 of the Agreement when such report includes referrals under this SOW:

- Number of cases referred to Hospital.
- Number of cranial neurosurgical cases referred elsewhere, including diagnosis and patient age.
- Readmission information on patients transferred from SMMC and discharged from Hospital (3, 7 and 30 days readmission data).
- Cranial surgical site infection data.

SMMC will send this data to Hospital on a monthly basis by the 2nd week of the month for data from the preceding month.

EXHIBIT 2

AGENCY REFERRAL REPORT

Each report provided to Hospital pursuant to Section 2.4 of this Agreement shall include the following information with respect to all Patients:

- Patient name
- Patient date of birth
- Date of transfer (or date of call to KP, Redwood City if transfer did not occur)
- Diagnosis at time of transfer and/or call

SMMC will send this data to Hospital on a monthly basis by the 2nd week of the month for data from the preceding month.

