



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: September 19, 2011
BOARD MEETING DATE: October 18, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Susan Ehrlich, MD, MPP, Chief Executive Officer
San Mateo Medical Center

SUBJECT: Memorandum of Agreement with Samaritan House and the San Mateo Health Commission doing business as The Health Plan of San Mateo

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute a Memorandum of Agreement with Samaritan House and the San Mateo Health Commission doing business as Health Plan of San Mateo to provide primary medical services at Samaritan House's facilities for the term September 1, 2011 through August 31, 2014; and
- B) Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions

BACKGROUND:

In early 2008 the Health System and the Health Plan of San Mateo (HPSM) initiated the planning and development of strengthened partnerships with healthcare provider organizations serving San Mateo County. Collectively, these partnerships comprise a "Community Health Network for the Underserved (CHNU)" to leverage the capacity of all entities in service to the publicly insured and uninsured populations in San Mateo County. We have updated your Board on these efforts through regular reports delineating the milestones achieved in developing the CHNU as part of the Health System Redesign Initiative. Your Board accepted the final report of the Redesign Initiative in April 2010.

The Health System has developed agreements with CHNU participants to codify the contributions and areas of partnership that have been expanded. These agreements outline the clinical, operational and financial responsibilities of the partner entity, the Health System and HPSM.

DISCUSSION:

Samaritan House (Samaritan), as a nonprofit health and human services agency with a mission to improve lives, promote self-sufficiency, and preserve dignity by providing supportive services for all members of our community in need, has been an important partner with the County in serving the underserved members of our community. This Agreement outlines expanded areas of that partnership in the area of primary and specialty medical services.

Samaritan will provide professional primary and certain specialty medical services and ancillary services within Samaritan’s capabilities for up to two hundred (200) medically indigent Access and Care for Everyone (ACE) Program patients per year

The Agreement and Resolution have been reviewed and approved by County Counsel as to form. Samaritan’s insurance has been reviewed and approved by Risk Management.

This Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing access to primary medical services to residents of San Mateo County. It is anticipated that 100% of all medical services provided will adhere to the infection control standards as defined by the Joint Commission and Title 22 of the State of California Code of Regulations, which will result in reduced risk of healthcare-associated infections.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Reduce the risk of healthcare-associated infections and adhere to infection control standards as defined by Joint Commission, Title 22, and other applicable standards	N/A	100%

FISCAL IMPACT:

The term of this Agreement is September 1, 2011 through August 31, 2014. Samaritan is volunteering to provide medical care for the County medically indigent as described within the context of this MOU as part of its community service mission. There is no net County cost.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by the County’s General Fund contribution to SMMC.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE A MEMORANDUM OF AGREEMENT WITH SAMARITAN HOUSE AND THE SAN MATEO HEALTH COMMISSION DOING BUSINESS AS HEALTH PLAN OF SAN MATEO TO PROVIDE PRIMARY MEDICAL SERVICES AT SAMARITAN HOUSE'S FACILITIES FOR THE TERM SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2014; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the County of San Mateo operates health care facilities that provide care to, among others, those residents of the County who have little or no access to other sources of medical care; and

WHEREAS, Samaritan House, is a nonprofit health and human services agency with a mission to improve lives, promote self-sufficiency, and preserve dignity by providing supportive services for all members of our community in need; and

WHEREAS, the San Mateo Health Commission, doing business as the Health Plan of San Mateo (HPSM), serves as the County's third party administrator for health care services provided to medically indigent County residents, as well as those covered under programs such as Medi-Cal, Healthy Families, Healthy Kids, and Medicare Care

Advantage; and

WHEREAS, the County, Samaritan House and HPSM, consistent with their respective missions, seek to increase access to medical care for underserved and vulnerable residents of San Mateo County through participation in the Community Health Network for the Underserved (CHNU); and

WHEREAS, the County, Samaritan House and HPSM have negotiated a Memorandum of Agreement that sets forth their respective and mutual obligations with respect to the CHNU; and

WHEREAS, this Board has been presented with a form of such Memorandum of Agreement and has examined and approved it as to both form and content and desires to enter into it.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Memorandum of Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or

revised fiscal provisions.

* * * * *

MEMORANDUM OF AGREEMENT
AMONG THE COUNTY OF SAN MATEO; SAMARITAN HOUSE; AND THE SAN
MATEO HEALTH COMMISSION DBA THE HEALTH PLAN OF SAN MATEO
REGARDING THE COMMUNITY HEALTH NETWORK FOR THE
UNDERSERVED AND THE PROVISION OF PRIMARY MEDICAL SERVICES
AT SAMARITAN HOUSE'S FACILITIES

THIS MEMORANDUM OF AGREEMENT (this "Agreement") is entered into by and between the County of San Mateo (the County"), Samaritan House, a nonprofit health and human services agency ("Samaritan House"), 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 serves as the public system hub of the health care safety net; and

WHEREAS, Samaritan House is a nonprofit health and human services agency with a mission to improve lives, promote self-sufficiency, and preserve dignity by providing supportive services for all members of our community in need; and

WHEREAS, the 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 CareAdvantage 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; 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, Samaritan House is also willing to provide primary medical services for up to 200 new medically indigent patients each year for whom the County of San Mateo is responsible to provide medical care under the County's Access and Care for Everyone ("ACE") Program, pursuant to section 17000, et seq., of the California Welfare and Institutions Code; and

WHEREAS, the County and/or HPSM desire to accept the services of these Samaritan House-affiliated doctors 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 Samaritan House's Obligations

1.1 Provider Status

Samaritan House represents and warrants that the physicians providing services pursuant to this Agreement shall be duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the relevant specialty, in the State of California. For purposes of this Agreement, reference to "Samaritan House" shall include within their scope all physicians who are providing professional services pursuant to this Agreement.

1.2 Services to be Performed by Samaritan House Physicians

In consideration of its participation in the CHNU and the other consideration set forth herein, Samaritan House agrees to provide medical services by physicians affiliated with Samaritan House, as described in EXHIBIT A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.3 General Duties of Samaritan House

1.3.1 Requirement to Notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies. During the term of this Agreement, Samaritan House shall notify County immediately, or as soon as is possible thereafter, in the event that any of the following occur with respect to physicians affiliated with Samaritan House who provide services pursuant to this Agreement

- A. Their license to practice in any jurisdiction is suspended, revoked, or otherwise restricted.
- B. A report pursuant to Section 805 of the California Business and Professions Code concerning such physician's competence or conduct is made to any state medical or professional licensing agency.

- C. Such physician's privileges at any hospital, health care facility, or under any health care plan are denied, suspended, restricted, or terminated for medical disciplinary cause or reason.
- D. Such physician's controlled substance registration certificate, (issued by the Drug Enforcement Administration) if any, is being or has been suspended, revoked, or not renewed.
- E. Such physician's participation as a Medicare or Medi-Cal provider has been terminated.
- F. There is a material change in any of the information the physician has provided to County concerning the physician's professional qualification or credentials.
- G. Such physician's conviction of a crime.
- H. Any breach of this Agreement by a physician affiliated with Samaritan House who is performing duties pursuant to this Agreement shall be reported by Samaritan House within thirty (30) days of receipt of such information by Samaritan House.

1.4 Provision of Records for County

Samaritan House any and all information, records, and other documents related to the services of physicians affiliated with Samaritan House hereunder which County may reasonably request in furtherance of continuity of care, quality assurance, utilization review, risk management, and any other plans and/or programs adopted by County to assess and improve the quality and efficiency of County's services. As reasonably requested, appropriate Samaritan House staff will coordinate in good faith to participate in one or more of such plans and/or programs.

1.5 No Power to Contract in Name of Other Party

Neither Samaritan House nor any physician affiliated with Samaritan House performing services under this Agreement shall have the right or authority to enter into any contract in

the name of County, or otherwise bind County in any way without the express written consent of County. Likewise, neither the County nor HPSM, nor anyone acting on behalf of either of them under this Agreement shall have the right or authority to enter into any contract in the name of Samaritan House, or to otherwise bind Samaritan House in any way without the express written consent of Samaritan House.

1.6 Regulatory Standards

Physicians affiliated with Samaritan House who provide services under this Agreement shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to County and/or Samaritan House and which are relevant to the services being provided and the site at which they are being provided, including, without limitation, those requirements imposed by the Joint Commission, the Medicare/Medi-Cal conditions of participation, and any amendments thereto.

1.7 Availability of Records for Inspection

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, Samaritan House shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Samaritan House carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Samaritan House agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by, the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, or accountant-client, or other legal privilege will be deemed to have been waived by County, Samaritan House, or representative of Samaritan House by virtue of this Agreement.

1.8 Professional Standards

Physicians affiliated with Samaritan House who provide services under this Agreement shall perform their duties under

this Agreement in accordance with the rules of ethics of the medical profession. Physicians affiliated with Samaritan House who provide services under this Agreement shall also perform their duties under this Agreement in accordance with the appropriate standard of care for his/her profession and specialty.

Section 2 Term and Termination

2.1 Term

The term of this Agreement shall commence on September 1, 2011 and, unless terminated sooner pursuant to the terms hereof, shall continue in force until August 31, 2014, after which it shall be of no further force and effect.

2.2 Extension of Term

The term of the Agreement may be extended by mutual written, signed agreement by the parties.

2.3 Termination

This Agreement may be terminated by any party at any time upon ninety (90) days written notice to the other parties.

2.3.1 Automatic Termination

This Agreement shall be immediately terminated as follows:

- A. Any party's suspension or exclusion from the Medicare or Medi-Cal Program.
- B. If any party violates the State Medical Practice Act.
- C. If any party's professional practice imminently jeopardizes the safety of patients.
- D. If any party is convicted of a crime.
- E. If any party violates ethical and professional codes of conduct of the workplace as specified under state and federal law.

- F. Upon revocation, cancellation, suspension, or limitation of any party's medical staff privileges at the SMMC,
- G. Upon County's loss of certification as a Medicare and/or Medi-Cal provider.
- H. Upon the close of the San Mateo Medical Center.
- I. If a "Legal Event" occurs, which means a statute, law, rule, order, regulation, standard, arbitration award, judgment, decision or official interpretation, by any governmental agency, court, tribunal or duly constituted arbitration panel, that in the good faith judgment of one party ("Noticing Party"), materially and adversely jeopardizes any Party's tax-exempt status, licensure, accreditation, certification, ability to get or maintain tax-exempt financing, to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor, or that jeopardizes a Party's compliance with any law, rule or regulation with which the Noticing Party desires further compliance.

2.3.2 Breach of Material Terms

Either party may terminate this Agreement at any time in the event the 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. Upon breach of the terms of this Agreement by an individual physician affiliated with Samaritan House, County shall have the option of withdrawing its acceptance of that individual Samaritan House

physician, as described in 1.2.1, without terminating this Agreement.

2.3.3 Patient Records and Notice to Patients

All original patient records created at SMMC shall be property of the County. Upon termination of this Agreement, Samaritan House shall return any such records as may be in Samaritan House's possession to County, subject to Samaritan House's right to copies of records. All original patient records created at any Samaritan House location shall be the property of Samaritan House. During the term of this Agreement, as needed for continuity of patient care and upon termination of this Agreement, County shall have a right to copy any such records as necessary for treatment purposes.

Section 3 Insurance and Indemnification

3.1 Professional Liability Insurance

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.

3.1.1 Worker's Compensation and Employer Liability Insurance

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.

3.2 Hold Harmless

Each party agrees to indemnify, defend, and hold harmless the 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 acts or omissions of the indemnifying party or any of its employees or agents in connection with this Agreement; provided, however, that each party shall not be required to indemnify the other party for such liabilities that are covered by insurance pursuant this Section 6. Each party shall notify the other 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 4 Miscellaneous Provisions

4.1 Notice Requirements

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, MD, MPP Chief Executive Officer San Mateo Medical Center 222 W. 39 th Avenue San Mateo, CA 94403 Facsimile: 650-573-2030
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With Copy to Office of County Counsel
 Attn: John D. Nibbelin
 Deputy Chief County Counsel
 400 County Center, 6th Floor
 Redwood City, CA 94063
 Facsimile: 650-363-4034

If to Samaritan Kitty Lopez
House Executive Director
 Samaritan House
 4031 Pacific Boulevard
 San Mateo, CA 94403
 Facsimile: 650-341-0526

4.2 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.

4.3 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.

4.4 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.

4.5 Independent Contractor

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.

4.6 Anti-Referral Laws

Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement, contemplates or requires or is intended to induce or influence the admission or referral of any patient to or the generation of any business between County, SMMC, Samaritan House or any physician. This Agreement is intended by the parties solely as a community benefit to address charity care and medically underserved patients' inability to access quality specialty care.

4.7 Alternate 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, either 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 4.7.

4.8 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of County and Samaritan House. 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, including, without limitation, any of Samaritan House's representatives.

4.9 Governing Law

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

4.10 Amendments

All amendments must be in writing and shall be approved by the County Board of Supervisors and Samaritan House.

4.11 Confidentiality of Patient Information and Regulatory Compliance

Samaritan House shall keep in strictest confidence, and in compliance with all applicable state and federal law, any patient information. Samaritan House shall not disclose such information except as permitted by law.

All services to be performed by Samaritan House pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including but not limited to Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Samaritan House will timely and accurately complete, sign, and submit all necessary documentation of compliance.

In the event of a conflict between the terms of this Agreement and federal, state, county, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

4.12 Non-Disclosure of Names

Notwithstanding any other provision of this Agreement, names of patients receiving public social services hereunder are confidential and are to be protected from unauthorized

disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 et seq. and Section 14100.2 of the California Welfare and Institutions Code and regulations adopted thereunder.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to patients shall be protected by Samaritan House from unauthorized disclosure, except as permitted by law.

With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Samaritan House, Samaritan House: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement, which terms include billing and treatment; (ii) will promptly submit to California Department of Public Health (CDPH) and the applicable Medi-Cal plan all requests for disclosure of such information; and (iii) will not disclose, except as otherwise specifically permitted by law or this Agreement, any such information to any party other than CDPH and the applicable Medi-Cal plan, without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2 Welfare and Institutions Code, and regulations adopted thereunder, or as ordered by a court or tribunal of competent jurisdiction; and (iv) will, at the expiration or termination of this Agreement, return all such information to CDPH and the applicable Medi-Cal Plan, or maintain such information according to written procedures sent to health plan by CDPH and the applicable Medi-Cal plan for this purpose.

4.13 Disclosure of Records

Samaritan House agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations related to the performance of this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Samaritan House shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980

regarding access to books, documents, and records.

4.14 Use of Names and Logos

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”).

[Signatures on the following page]

IN WITNESS WHEREOF, County, Samaritan House, and HPSM have duly executed this Agreement as of the dates set out beneath their respective signatures.

Samaritan House:

(signature)

By: _____

Title: _____

Date: _____

HPSM:

(signature)

By: _____

Title: _____

Date: _____

County:

(signature)

By: _____

President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____

Date: _____

EXHIBIT A
SERVICES AND COMPENSATION

In exchange for the consideration set forth in this Agreement, Samaritan House shall perform the services described below:

A. Primary and Specialty Medical Services and Ancillary Services

1. Samaritan House agrees to provide professional primary and specialty medical services and ancillary services for up to two hundred (200) patients per year, provided that each of these patients shall have been determined by the County to be medically indigent patients for whom the County has responsibility to provide medical care under the County's Access and Care for Everyone ("ACE") Program pursuant to Section 17000, et seq., of the California Welfare and Institutions Code. If necessary for purposes of documentation, County will provide documentation of patients' financial status upon request of Samaritan House.
2. The County will complete the financial screening of patients who qualify for the ACE program to assure alignment with Samaritan House's program requirements and goals.
3. The parties agree that Samaritan House's responsibility for patients referred under this Exhibit A to this Agreement will be limited to the provision of all primary medical services and such specialty medical services and ancillary services that Samaritan House has the capability and capacity to provide at the Samaritan House facilities at which patients referred pursuant to this Agreement are served. Samaritan House shall provide the County and HPSM with written notice, from time to time, of the specialty care services and ancillary services that Samaritan House has the capability and capacity to provide for patients referred pursuant to this Agreement. The parties agree that the SMMC shall remain clinically and financially responsible for other medical care and services (including, but not limited to, specialty medical care and ancillary services that Samaritan House lacks the capability and capacity to provide (such as laboratory and radiology services) and inpatient care and prescription medication available through SMMC's ACE formulary) that such patients require and to which they are entitled under the ACE Program.
4. The parties agree that the County shall appoint and employ at its expense a manager to coordinate with Samaritan House, including in coordinating responses to specific patient issues, and working in collaboration with Samaritan House to resolve unanticipated issues

that arise in the course of the relationship contemplated under this Agreement. Such duties may include coordination of the financial eligibility screening process for patients referred to Samaritan House to assure alignment with Samaritan House program guidelines, the management of the referral process, coordinating responses to unanticipated referral or patient issues, and management of referral issues that require provider-to-provider problem solving and/or protocol development

5. The parties agree that SMMC shall be responsible to maintain a complete medical record for each of the patients referred to Samaritan House under this Exhibit A to this Agreement and Samaritan House shall forward SMMC copies of medical records generated in the course of treating patients referred to them for primary care hereunder.
6. SMMC, HPSM, and Samaritan House shall collaborate to develop and finalize protocols for referring patients to Samaritan House for services under this Exhibit A to this Agreement, providing copies to SMMC of medical records generated by Samaritan House in connection with patient encounters taking place pursuant to this Exhibit A to this Agreement, and ensuring continuity of care for these patients as among physicians providing primary care and all other providers involved in rendering medical care to such patients.