

MEMORANDUM OF UNDERSTANDING COVID-19 VACCINATION

This COVID-19 Vaccination Memorandum of Understanding (“MOU”) is made and entered into by and between the California Government Operations Agency (the “Agency”) and Kaiser, as represented by Kaiser Foundation Health Plan, Inc. (“KFHP”) and Kaiser Foundation Hospitals (“KFH,” and together with KFHP, “Kaiser”), effective as of February ____, 2021 (the “Effective Date”). The Agency and Kaiser (each a “Party” and together, the “Parties”) mutually agree to the following in connection with this MOU.

STATEMENT OF BACKGROUND INFORMATION

1. The State of California (“State”) is facing a pandemic arising from the spread of the Novel Coronavirus Disease (“COVID-19”), and in order to mitigate the continued spread of COVID-19 across the State and the country, the State has been allocated and will continue to be allocated with the COVID-19 vaccine (“Vaccine”) from the Federal government.

2. Kaiser is both a healthcare service plan as well as healthcare provider of quality health care services across the State, and both KFHP and KFHP are non-profit public benefit corporations. Kaiser, in collaboration with The Permanente Medical Group, Inc. and the Southern California Permanente Medical Group, (together, “Kaiser Permanente”), provides health care coverage and care to one in four Californians.

3. The Agency has entered into an agreement with Blue Shield of California (“Blue Shield”) pursuant to which Blue Shield, as a third-party administrator (“TPA”) for the State, will build a statewide Vaccine network (“State Vaccine Network”) with standards and guidelines for provider data integration, equity and volume capacity, and assist the State in allocating Vaccines to providers (the “TPA Agreement”).

4. The TPA Agreement contemplates that Kaiser will participate in the State Vaccine Network. In accordance with the TPA Agreement, Blue Shield will cooperate and coordinate with Kaiser as directed by the Agency.

5. Additionally, in light of Kaiser Permanente’s 75-year history of providing high-quality access to health care services to Californians, its commitment to equity and inclusion, and demonstrated expertise in vaccinating large populations, Kaiser is serving in an advisory capacity to Blue Shield, as TPA. Kaiser will be contributing its expertise to Blue Shield in furtherance of the common goal to expand access to the COVID-19 Vaccine in vulnerable and underserved communities across the State by selecting sites, targeting communications and outreach, and prioritizing delivery of Vaccines for the most vulnerable in our communities, consistent with governmental guidance and social and equitable indices.

6. In furtherance of Kaiser’s mission and commitment to its members and others residing in the communities it serves, Kaiser enters into this MOU with the Agency, pursuant to which Kaiser will work collaboratively with the Agency and with Blue Shield, in its capacity as TPA, to vaccinate individuals across the State (the “Vaccination Efforts”), regardless of whether such individuals are KFHP members, in accordance with the California Department of Public Health (“Department”) COVID-19 Vaccine Allocation Guidelines, specifying the order of priority

of individuals for vaccination, as updated and amended from time to time (“Qualified Patients”), and the Department’s COVID-19 distribution plan outlining the allocation of Vaccines to individuals, as updated and amended from time to time (collectively, the “Vaccine Plan”). Agency also recognizes that Kaiser Permanente provides care and coverage to twenty-five (25) percent of Californians, and that a successful Vaccination Effort will include vaccination of all eligible individuals across the state. The Parties also acknowledge that the success of the Vaccination Efforts will be dependent upon supply of the Vaccine.

7. In connection with the Vaccination Efforts, Kaiser has been conducting, and will continue to engage in, efforts to vaccinate Qualified Patients across the State (“Ongoing Vaccination Efforts”).

8. Additionally, Kaiser has secured two sites to accommodate vaccination clinics that will be used to vaccinate residents of the State who are Qualified Patients *en masse* (each a “Mass Vaccination Site”). Kaiser established these Mass Vaccination Sites, one in Northern California (at the Moscone Center in San Francisco), and one in Southern California (at the California Polytechnic University, Pomona), to accelerate the common goal of vaccinating vulnerable Qualified Patients as soon as possible. As part of the Mass Vaccination Site efforts, Kaiser is spearheading a statewide consortium comprised of healthcare providers, non-profit organizations, as well as other related entities to administer the Vaccine to Qualified Patients in accordance with the Vaccine Plan at the Mass Vaccination Sites. The consortium includes Adventist Health, the California Medical Association, Dignity Health, and Futuro Health. California Primary Care Association will also be working with the consortium to ensure broad equitable access to the Sites through its member federally qualified community health centers. In addition, the American Red Cross has provided its expertise on mass site planning. Kaiser, directly or collaboratively through the consortium, may consider the establishment of future Mass Vaccination Sites, in furtherance of the Vaccination Efforts and in accordance with the Vaccine Plan. Future locations will be chosen to maximize access, especially for communities with rural populations and people who have historically experienced lower rates of vaccination.

9. Further, Kaiser will also engage in Vaccination Efforts directed towards hard-to-reach populations and populations disproportionately impacted by the COVID-19 pandemic by establishing smaller scale vaccination clinics in certain vulnerable communities, including those disproportionately impacted by the COVID-19 pandemic (“Micro Sites”) and through targeted outreach consistent with government guidance and Agency-approved social and equitable indices. The Vaccination Efforts will focus on providing access to vulnerable and underserved populations and communities in greatest need of support due to the COVID-19 pandemic, including those with limited mobility, disabilities, or other access challenges. In particular, Kaiser intends to increase the vaccination rate among at-risk seniors in vulnerable communities, in furtherance of the State’s vaccination goals over the course of the next 100 days.

10. On January 29, 2021, the Parties signed a Letter of Intent to enter into an agreement under which Kaiser would secure, plan, organize, stand up and oversee two or more Mass Vaccination Sites and other efforts to vaccinate hard-to-reach and disproportionately impacted populations. Subsequently, on February 12, 2021, the Agency entered into the TPA agreement to create and manage a statewide network of vaccination providers, including Kaiser.

11. The Parties each acknowledge and agree that it is in the best interest of public health and safety to enter into this MOU, pursuant to the terms hereof, and that the most efficient and effective way to support Kaiser's Ongoing Vaccination Efforts and facilitate the Vaccination Efforts contemplated in this MOU, is for Kaiser to work collaboratively with Blue Shield, in its capacity as TPA, to achieve the shared goal of the State, Blue Shield and Kaiser to effectively and efficiently vaccinate residents of California.

STATEMENT OF UNDERSTANDING

NOW, THEREFORE, in consideration of the foregoing recitals (which by this reference are hereby made a part of this MOU), the Parties agree as follows:

Section 1 — Agreement of the Parties.

1.1 The Agency, together with the Department, (a) has supplied, and will continue to supply, Kaiser with the Vaccine for administration to its members, as well as to other Qualified Patients across the State in connection with its Ongoing Vaccination Efforts, and (b) will exercise reasonable efforts to assure that Kaiser is allocated sufficient doses of the Vaccine for administration to its members, and to all Qualified Patients at Mass Vaccination Sites and at Micro Sites, for outreach to vulnerable and underserved communities, including those disproportionately impacted by the COVID-19 pandemic as directed by the Agency and Blue Shield in its capacity as TPA (collectively, the "Sites"). The Agency acknowledges and shall ensure that Blue Shield understands that Kaiser is dependent on sufficient supply of the Vaccine from the State for its Ongoing Vaccination Efforts and to operate the Sites and engage in vaccination outreach efforts to vulnerable communities. Kaiser recognizes that Agency is dependent on the federal government for allocation of Vaccine and that changing circumstances in the pandemic may require reallocation of Vaccine to providers and to communities that are suffering from significant outbreaks of COVID-19 or where the local health care system is stressed.

1.2 Kaiser shall continue its Ongoing Vaccination Efforts, and in furtherance of the Vaccination Efforts contemplated herein, Kaiser will be guided by and proceed in accordance with the *Guidelines for Vaccination Efforts*, attached hereto as Exhibit A to this MOU.

Section 2 — Voluntary Initiative. This MOU is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever for any Party or any third party. In addition, except as otherwise expressly stated, the pledges in this MOU are not conditioned upon reciprocal actions by other participants. Nothing in this MOU shall be construed as an exclusive working relationship. Each Party retains full discretion over implementation of its pledges in light of the Party's individual circumstances, laws, and policies. Each Party is solely responsible for its own actions and any liabilities arising therefrom. Each Party is free to withdraw from the MOU at any time.

Section 3 — No Cost Arrangement. This MOU does not involve the exchange of funds, nor does it represent any obligation with respect to compensation or other funding by either Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Party who incurs them, unless otherwise expressly agreed in a future written

arrangement in accordance with applicable laws. Notwithstanding the foregoing, nothing herein shall preclude Kaiser from (a) billing any governmental or private payors for administration of the Vaccine to Qualified Patients, or (b) seeking reimbursement through proper channels for costs incurred while setting-up and operating the Sites or otherwise engaging in Vaccination Efforts from the Federal Emergency Management Agency (“FEMA”) or other available funding sources.

Section 4 — Collaboration. The Agency agrees to provide a copy of this MOU to Blue Shield so that Blue Shield, as TPA for the State Vaccine Network, is aware of the Agency’s Vaccine allocation commitment to Kaiser, as set forth in Section 1.1 of this MOU.

Section 5 - Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This MOU may be executed and delivered by facsimile or portable document format (.pdf) transmission.

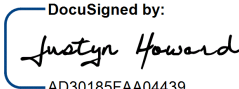
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES NEXT PAGE]

SIGNATURES

The Parties hereto have entered into this MOU as of the day and year set forth below to be effective as of the Effective Date.

AGENCY:

California Government Operations
Agency

By:  AD30185FAA04439...

Printed Name: Justyn Howard

Title: Deputy Secretary, Fiscal Policy
and Administration

Date: 2/23/2021

KAISER:

Kaiser, as represented by Kaiser Foundation
Health Plan, Inc. and Kaiser Foundation
Hospitals

By:  Janet Liang (Feb 23, 2021 13:56 PST)

Printed Name: Janet Liang

Title: Group President & Chief Operating
Officer for Care Delivery

Date: 02/23/21

EXHIBIT A

GUIDELINES FOR VACCINATION EFFORTS

Kaiser shall be guided by the following in connection with the Vaccination Efforts and operation of the Sites.

1. Mass Vaccination Sites.

Standing up and operating two (2) Mass Vaccination Sites across California, with the understanding that additional Mass Vaccination Sites may be added. One Mass Vaccination Site will be in Northern California (at the Moscone Center in San Francisco), and one in Southern California (at the California Polytechnic University, Pomona). Kaiser specifically agrees that members of the public who are not Kaiser Permanente members, shall be served at each Mass Vaccination Site on the same terms as members of the public who are Kaiser Permanente members.

2. Facilities and equipment to source, secure, store and administer the Vaccine.

Arranging for space and equipment appropriate for the operation of the Sites, including: real property leases and associated parking or similar arrangements, applicable permits and licenses; necessary facility modifications and adaptations, including venue layout and design, permitting, and installation; equipment for the storage, refrigeration and secure maintenance of Vaccines, screening and testing equipment (such as temperature monitors and alarms); equipment for the administration of Vaccines, such as prep stations and bar code scanners; securing insurance specific to the Sites and operations thereof; wayfinding and directional signage; stations, registration kiosks, privacy screens; and services and utilities for operation of the facility.

3. Personal protective equipment and disinfection services and other supplies for Sites.

Purchasing and providing personal protective equipment and supplies for staff and Qualified Patients as appropriate for the operation of the Sites, including but not limited to: personal protection equipment; disinfection supplies; Vaccine administration supplies (syringes, needles, gauze, bandages, etc.); cleaning services and cleaning staff; cleaning equipment and cleaning supplies, inclusive of biohazard bins and storage and disposal; pulse oximeters; oxygen tanks; oxygen masks; bag valve masks; first aid kits; emesis bags; automated external defibrillators and similar equipment. Supply costs include shipping and freight including costs of expedite delivery if necessary and staff and transportation costs for distribution of supplies and equipment to and within the Sites.

4. Staffing and related services for Vaccine administration, training, logistics and coordination, direct and contracted.

Staffing and related services, when provided by Kaiser or arranged by a subcontractor, including wayfinders, greeters and temperature checkers; registrars; vaccinator assistants; vaccinators; vaccination observers to monitor Qualified Patients after receiving a Vaccine;

Vaccine preppers and management staff; space sanitizers; medical supply clerks and runners; IT-related and information management support; building trades; event coordination; clinical and administrative operations supervisors for staff; training and orientation; logistics planning; security, law enforcement, and traffic control; waste management, including biohazards; volunteer management; billing and collections; financial operations; legal, compliance and consulting; temporary staffing services; emergency medical and ambulance services on site, and all similar services specific to the preparation, planning, implementation, administration and ongoing conduct of the Sites' operations. Costs include associated meals and dietary services provided to staff at the Sites.

5. Technology to collect, track, transmit Vaccine administration information and assist the public.

IT equipment, implementation, support, training, servicing and related staff and expenses appropriate for carrying out the work described herein, including registration, scheduling staff, scheduling appointments, patient information collection, translation services and associated devices, billing third parties for Vaccine administration fees, capturing coverage and health information data, as Kaiser reasonably determines is necessary for appropriate registration and collection of associated Vaccine administration data.

6. Outreach and clinical activities to the general public, including populations that have been disproportionately burdened during the COVID-19 pandemic.

Kaiser will be given reasonable flexibility to achieve the TPA and Agency's goals of equity and inclusion, which may include, but shall not be limited to, targeted population outreach strategies, local collaborations with safety net and community organizations, and household-based prioritization approaches in hard to reach communities. Kaiser intends to work with the Agency, the Department and the TPA to facilitate reasonable resources towards supporting the Sites in locations directed by the TPA, with the goal of expanding vaccination activities into underserved and vulnerable communities. The Sites will serve a wide geographic catchment area, which may include multiple counties, to provide access for the general public. Kaiser specifically agrees that members of the public who are not Kaiser Permanente members shall be served at each Site on the same terms as members of the public who are Kaiser Permanente members.

7. Vaccination services for the general public

In addition, Kaiser shall have and will maintain the capability to provide COVID-19 vaccine administration services at all its facilities to any resident of California who is eligible for vaccination and for whom vaccination is not contraindicated, regardless of ability to pay, health plan or insurance status, or type of coverage (if any), and regardless of whether there is any previously existing patient or member relationship with Kaiser. Kaiser shall administer COVID-19 vaccines to vaccine recipients without regard to, or consideration of the vaccine recipient's (i) ability to pay COVID-19 vaccine administration fees or (ii) insurance coverage status or type of coverage (if any) or (iii) existing patient, member, or other relationship with Kaiser.

Signature: Janet Liang
Janet Liang (Feb 23, 2021 13:56 PST)

Email: janet.a.liang@kp.org

Title: EVP Group President & COO