

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: **SEP 21 2001**  
Hearing Date: **OCT 2 2001**

TO: Honorable Board of Supervisors  
FROM: Margaret Taylor, Acting Director, Hospital and Clinics *MT*  
SUBJECT: Agreement with the South County Community Health Center, Inc.

RECOMMENDATION

Adopt a resolution approving an agreement with the South County Community Health Center, Inc.

Background

In November 1997, The Health Resources and Services Administration (HRSA) asked San Mateo County Health Services Agency to provide federally-funded health services on an interim basis with Section 330 monies at the 2415 University Avenue clinic in East Palo Alto. Shortly afterwards, HRSA issued a request for proposals for a permanent Section 330 funding grantee and the County, in conjunction with Lucile Packard Children's Hospital (LPCH), Stanford, and El Concilio, submitted a proposal and were awarded the grant. Pursuant to grant application guidelines and federal regulations, the County proposed a plan to develop a new community-based non-profit organization to operate a community health center program. In addition to this, grant conditions include strict deadlines for transferring the grant responsibility to the new non-profit organization within two years, developing a permanent facility, and that a board of directors oversee all grant funded fiscal, administrative, and clinical activities of the health center.

The Board of Directors for the health center was established and has been meeting on a regular basis since December 1999. The new non-profit organization was incorporated as the South County Community Health Center, Inc. (SCCHC) in May 2000 and received its 501 (c) 3 tax-exempt status on October 20, 2000.

Discussion

The current grant from HRSA to the County expires on November 30, 2001 at which time responsibility for the grant will be transferred to SCCHC. SCCHC has established working committees to oversee the planning, governance, operations and budgeting for

the new clinic. Health Services will transfer some of the HRSA grant funding to SCCHC to allow the non-profit to pay for services provided by Lucile Packard Children's Hospital from November 1999 through November 30, 2001 and to purchase supplies as needed.

Term and Fiscal Impact

The term of the agreement between Health Services and SCCHC is from July 1, 2001 through November 30, 2001. The total amount of grant funding to be transferred from Health Services to SCCHC shall not exceed SIX HUNDRED SIXTY THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$660,486). There is no net county cost to this action as all expenses will be funded by the HRSA Section 330 grant.

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHROIZING EXECUTION OF AN AGREEMENT WITH THE  
SOUTH COUNTY COMMUNITY HEALTH CENTER, INC.

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

WHEREAS, there has been presented to this Board of Supervisors for its  
consideration and acceptance an agreement, reference to which is hereby made for further  
particulars, whereby South County Community Health Center, Inc. (SCCHC) shall pay  
for services provided by Lucile Packard Children's Hospital from November 1999  
through November 30, 2001 and purchase supplies as needed; and

WHEREAS, Health Services will transfer funding from the Section 330 grant to  
South County Community Health Center, Inc. (SCCHC) to pay for the staffing, materials  
and services outlined in Schedule A and will continue to support SCCHC staff in the  
establishment of the new 501 (c) 3 and the development of the new health clinic to be  
located at the corner of Clarke and Bay in East Palo Alto; and

WHEREAS, this Board has been presented with the Agreement and has examined  
and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFOR, IT IS HEREBY DETERMINED AND ORDERED that the  
Board hereby authorizes the President of this Board of Supervisors to execute said  
Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board  
shall attest the President's signature thereto.

AGREEMENT WITH SOUTH COUNTY COMMUNITY HEALTH CENTER

FOR MEDICAL SERVICES PROVIDED AT THE COUNTY-OWNED CLINIC SITE AT 2415 UNIVERSITY AVENUE IN EAST PALO ALTO, AND THE DEVELOPMENT OF THE NEW COMMUNITY HEALTH CENTER ON THE CORNER OF CLARKE AND BAY IN EAST PALO ALTO

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the South County Community Health Center (SCCHC), hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, in November 1997, the Health Resources and Services Administration (HRSA) asked San Mateo County Health Services Agency to provide federally-funded health services on an interim basis with HRSA Section 330 monies at the 2415 University clinic in East Palo Alto; and

WHEREAS, shortly afterwards, HRSA issued a request for proposals for a permanent Section 330 funding grantee and the county, in conjunction with Lucile Packard Children's Hospital (LPCH), Stanford, and El Concilio, submitted a proposal and were awarded the grant; and

WHEREAS, pursuant to grant application guidelines and federal regulations, the County proposed a plan for developing a new community-based organization to operate a community health center program; and

WHEREAS, the HRSA grant includes several grant conditions; in particular: strict deadlines for transferring grant responsibility to the new non-profit organization within two years and developing a permanent facility and requiring that an interim board of directors oversee all grant funded fiscal, administrative, and clinical activities; and

WHEREAS, this interim board has been meeting on a regular basis since December 1999 and the non-profit organization was incorporated as the South County Community Health Center, Inc. (SCCHC) in May 2000 and received its 501 (c) 3 tax-exempt status on October 20, 2000; and

WHEREAS, San Mateo County Health Services, grantee, will transfer funding from the Section 330 grant into the SCCHC's established corporate bank account to pay for the staffing, materials and services outlined in Schedule A and will continue to support the SCCHC staff in the establishment of the new 501 (c) 3 and the development of the new health clinic to be located at the corner of Clarke and Bay in East Palo Alto; and

WHEREAS, in addition to the above, the San Mateo County Health Services Agency, in coordination with SCCHC, will be responsible for running clinic services at the current County-owned clinic located at 2415 University Avenue in East Palo Alto and SCCHC will prepare for the transition of the clinic from a County affiliate to an independent, non-profit health clinic effective December 1, 2001 or when SCCHC has all necessary contracts and coverages for the clinic (whichever comes first), including all liability and insurance coverages for the clinic; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Hospital and Clinics Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction and supervision of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall continue to coordinate with San Mateo County Health Services Agency to oversee medical services provided at the County-owned clinic at 2415 University Avenue in East Palo Alto, to develop the new community health clinic located at the corner of Clarke and Bay in East Palo Alto, and assure transition of the clinic to the Contractor before December 1, 2001 as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED SIXTY THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$660,486) for the contract term. The Parties understand and agree that any grant funds remaining after November 30, 2001 shall be transferred to Contractor as set forth in Schedule B.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. For items not covered in 2A and 2B, Contractor shall submit an invoice for services to County for payment. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

In addition, County shall indemnify and save harmless Contractor, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including County, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, resulting from the performance of any work required of County or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

5. Insurance

Until such time as Contractor has moved into the clinic located on Clarke and Bay, and has obtained all insurance required by the State to provide medical services on site, Contractor shall provide services under the insurance of the San Mateo County Health Center. Contractor shall use its best efforts to promptly obtain all necessary insurance. Once Contractor has obtained all necessary insurance, and such insurance has been approved by the Director of Health Services, Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the

required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement. Once the new clinic at Clarke and Bay is developed, Contractor shall obtain the following types of insurance, and shall comply with sections 5A and 5B below.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require 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.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.



Such insurance shall include:

- 1) Comprehensive General Liability . . . . . \$1,000,000
- 2) Motor Vehicle Liability Insurance . . . . . \$0
- 3) Professional Liability . . . . . \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;

- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

#### 7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein

as Attachment I, 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.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County Health Center  
John Volanti, Deputy Director of Community Clinics  
222 39th Avenue  
San Mateo, CA 94403

or to such person(s) or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to:

South County Community Health Center  
Robert Lewis, Executive Director  
2415 University Avenue  
East Palo Alto, CA 94303

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

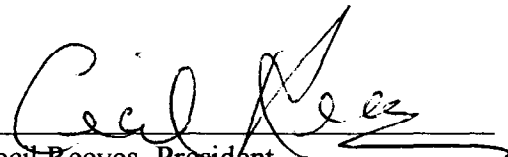
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through November 30, 2001. This Agreement may be

terminated by Contractor, Director of Health Services or her designee at any time upon THIRTY (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Michael D. Nevin, President  
Board of Supervisors, San Mateo County

By:  \_\_\_\_\_  
Cecil Reeves, President  
South County Community Health Center

Date: \_\_\_\_\_

Date: 9/20/01

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

## SCHEDULE A

### AGREEMENT BETWEEN SAN MATEO COUNTY HEALTH SERVICES AGENCY (COUNTY) & SOUTH COUNTY COMMUNITY HEALTH CENTER, INC. (SCCHC)

#### I. Duties and responsibilities of SCCHC

##### A. Personnel

1. County-owned clinic at 2415 University Avenue & SCCHC at Clarke and Bay
  - a) Management of SCCHC will be responsible for verifying and approving all time cards for employees of Packard Children's Hospital and County staff who are currently working at the County-owned clinic at 2415 University Avenue. If clinic services are moved to the location at Clarke and Bay before SCCHC has an established salary and benefits package, SCCHC will continue to verify and approve timecards of Packard and County staff until staff are official employees of SCCHC.
  - b) Upon the establishment of a salary and benefits package, SCCHC will officially hire staff and assume responsibility for paying salaries and benefits for all staff affiliated with SCCHC. In any case, SCCHC will assume this responsibility by December 1, 2001.
  - c) SCCHC will pay the Executive Director the difference between the County salary and the salary agreed upon by the SCCHC and the Executive Director retroactive to February 2001.
  - d) SCCHC will pay the Medical Director the difference between the County salary and the salary agreed upon by the SCCHC and the Medical Director retroactive to June 2001.

##### B. Lease of Land and Modular Units at Clarke and Bay

SCCHC will be responsible for paying the monthly lease fees for the new clinical modular units to be located at the corner of Clarke and Bay in East Palo Alto. The Executive Director, subject to SCCHC board of directors' control and oversight, shall act as manager of the clinic property, conducting business transactions regarding this property with the Peninsula Community Foundation, the City of East Palo Alto, the County of San Mateo, and/or other necessary third parties, as appropriate.

##### C. Equipment, Furniture, and Supplies

1. County-owned Clinic at 2415 University Avenue
  - a) SCCHC shall arrange for the purchase of necessary medical and office supplies (including but not limited to pharmaceuticals and lab services), equipment, and furniture needed to provide services at the County-owned clinic located at 2415 University Avenue in East Palo Alto. SCCHC staff may continue to order equipment, supplies and furniture through the San Mateo County Health Services Agency as needed, through November 30, 2001. SCCHC will have the option to order office and medical supplies, equipment and furniture from other vendors or sources. All items purchased/ordered through San Mateo

County Health Services Agency shall be invoiced to SCCHC and shall be paid for through grant funding. All items purchased by SCCHC are property of SCCHC and will be moved to the new clinic at Clarke and Bay once developed.

2. SCCHC located at Clarke and Bay

a) SCCHC shall arrange for the purchase of necessary medical and office supplies (including but not limited to pharmaceuticals and lab services), equipment, and furniture for the SCCHC clinic located at the new clinic at the corner of Bay and Clarke in East Palo Alto. SCCHC staff may continue to order equipment, supplies and furniture through the San Mateo County Health Services Agency as needed, through November 30, 2001. SCCHC will have the option to order office and medical supplies, equipment and furniture from other vendors or sources. All items purchased/ordered through San Mateo County Health Services Agency shall be invoiced to SCCHC and shall be paid for through grant funding.

3. All items ordered/purchased through the San Mateo County Health Center will be invoiced to SCCHC and invoices will be paid to County within 30 days following receipt of invoice.

4. Both SCCHC and San Mateo County Health Services will keep an inventory of items ordered/purchased through the County. At the time of transfer of newly purchased supplies, furniture and equipment from the County-owned clinic to the new clinic, County and SCCHC management will refer to the inventory of equipment, furniture and supplies and complete formal documentation of this transfer. If any of the County-owned equipment, furniture and/or supplies currently located at 2415 University Avenue is to be transferred to the new clinic located at Clarke and Bay, SCCHC and County management will determine a fair cost for the items transferred, and County will invoice SCCHC in the amount agreed upon by both parties. Transfer of any supplies, furniture and/or equipment shall occur no later than November 30, 2001.

D. Contractual Agreements

SCCHC will execute a contract with Packard Children's Hospital to pay for medical and administrative support services provided by Packard at either the 2415 University Avenue or Clarke and Bay clinic sites for the term November 1, 1999 through November 30, 2001. See Attachment A.

SCCHC will secure other funding for technical assistance services. Technical assistance (legal, architectural, and other) agreements will be executed through the County contracting process and the County will submit an invoice to SCCHC for contracted services not covered through grant funding.

E. Reporting

1. SCCHC will report monthly to the San Mateo County Health Services Agency the amount and purpose of all expenditures of grant funds.

2. All expenditures by SCCHC must follow the guidelines outlined in the Section 330 grant and the revised grant budget.
3. Monitoring of the budget for these funds shall be the responsibility of the Executive Director of SCCHC.

## II. Duties and responsibilities of San Mateo County Health Services Agency (County)

### A. Personnel

1. County-owned clinic at 2415 University Avenue & SCCHC at Clarke and Bay
  - a) County shall be responsible for paying salary and benefits of all County staff (including the Executive Director, Medical Director, other medical staff if and when hired, and other administrative support staff if and when hired) affiliated with SCCHC at the County rate until such time as SCCHC has established a salary and benefits package and officially hires these County staff members.
  - b) County shall be responsible for oversight of staff and services provided at the County-owned clinic at 2415 University Avenue and will transfer this responsibility to the new non-profit at the time of relocation into the new clinic at Clarke and Bay and the SCCHC's establishment of a salary and benefits package and hiring of own clinic staff, or November 30, 2001, whichever comes first.

### B. Equipment, Furniture and Supplies

1. SCCHC staff may order equipment, supplies and furniture through the San Mateo County Health Services Agency as needed, through November 30, 2001.
2. County shall invoice SCCHC for all items ordered/purchased through the San Mateo County Health Center and invoices will be paid to County within 30 days following receipt of invoice. All items purchased by SCCHC shall be the property of SCCHC.
3. Both SCCHC and San Mateo County Health Services will keep an inventory of items ordered/purchased through the County. At the time of transfer of newly purchased supplies, furniture and equipment from the County-owned clinic to the new clinic, County and SCCHC management will refer to the inventory of equipment, furniture and supplies and complete formal documentation of this transfer. If any of the County-owned equipment, furniture and/or supplies currently located at 2415 University Avenue is to be transferred to the new clinic located at Clarke and Bay, SCCHC and County management will determine a fair cost for the items transferred, and County will invoice SCCHC in the amount agreed upon by both parties. Transfer of any supplies, furniture and/or equipment shall occur no later than November 30, 2001.



C. Assignment of Contracts

The County shall grant SCCHC authority to subcontract with Packard Children's Hospital for medical and administrative services provided by Packard at the 2415 University Avenue and Clarke and Bay clinic sites for the term November 1, 1999 through November 30, 2001.

The County will be responsible for entering into some agreements with independent contractors for technical assistance (legal, architectural, and other) for the clinic through the County contracting process through the term of this agreement, until November 30, 2001. The County will invoice SCCHC for all services provided to SCCHC through these contracts. The County shall seek in good faith to assign SCCHC such contracts as deemed appropriate for assignment by the SCCHC Board of Directors.

## SCHEDULE B

### AGREEMENT BETWEEN SAN MATEO COUNTY HEALTH SERVICES AGENCY (COUNTY) & SOUTH COUNTY COMMUNITY HEALTH CENTER, INC. (SCCHC)

#### PAYMENTS

1. The San Mateo County Health Services Agency shall transfer \$660,486 of the Section 330 funding to the SCCHC corporate bank account upon approval of this agreement. This includes \$655,000 to pay for services provided by Packard Children's Hospital for the term November 1, 1999 through November 30, 2001, and \$5,486 to pay for supplies.
2. The remaining grant funding allocated to salary and benefits (up to \$201,580) will be transferred to SCCHC once the SCCHC salary and benefits package is in place.
3. The County will pay the allocated amount of \$52,000 to El Concilio and \$121,983 to LaidLaw Transit Services (for patient shuttle transportation through August 31, 2001) out of the HRSA 330 grant funding for contractual services.
4. Technical assistance (legal, architectural and other) will continue to be paid through the County contract process for the term of this Agreement. The County will invoice SCCHC for all services provided to SCCHC through these contracts. There are no funds in the federal 330 grant to pay for these services.
5. Any remaining grant funds on November 30, 2001 shall be transferred to or remain with SCCHC if already transferred, and will be reported to HRSA in the year-end FSR. Final reporting will be pursuant to the Section 330 grant guidelines and federal regulations.

## SCHEDULE C

Contract between County of San Mateo and the South County Community Health Center, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

**Packard Services**

	<b>Physician Services</b>	<b>After Hours Clinic</b>	<b>Staff &amp; Supplies</b>	<b>Total</b>
November 1999 - June 2000	112,000	52,085		<b>164,085</b>
July 2000 - November 2000	70,000	52,085	48,000	<b>170,085</b>
December 2000 - February 2001	42,000	31,251	48,000	<b>121,251</b>
March 2001 - June 2001	56,000	41,868	56,000	<b>153,668</b>
July 2001 - November 2001	70,000	20,834	45,000	<b>135,834</b>
<b>Subtotal</b>	<b>350,000</b>	<b>197,923</b>	<b>197,000</b>	<b>744,923</b>
Contract Amount Budgeted				<b>655,000</b>
Difference				<b>89,923</b>
<b><u>Unclaimed CHDP (Approximate)</u></b>				<b>100,000</b>
<b><u>Contract by County Fiscal Year</u></b>				
FY 99-00	164,085			
FY 00-01	445,004			
FY 01-02	135,834			
<b><u>Contract by Federal Grant Year</u></b>				
November 1999 - November 2000	334,170			
December 2000 - November 2001	410,753			

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

South County Community Health Center

2415 University Ave.

Name of Contractor(s) - Type or Print

Street Address or PO Box

East Palo Alto

CA

94303

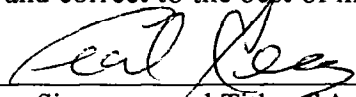
City

State

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

9/20/01  
Date

  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

9/20/01

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: South County Community Health Center, Inc.
Contact Person: Robert T. Lewis
Address: 2415 University Ave 3rd Floor
East Palo Alto, CA 94303
Phone Number: (650) 363-4641 Fax Number: (650) 599-5916

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? [X] Yes \_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[ ] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement which began on \_\_\_ (date) and expires on \_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 20 day of September, 2001 at East Palo Alto, CA
(City) (State)

[Signature]
Signature
Executive Director
Title

Robert T. Lewis
Name (Please Print)
94-337130
Contractor Tax Identification Number

**Note: Writing "Applied For" on the form means that you have already applied for a TIN OR that you intend to apply for one soon.**

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

## Penalties

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.**—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.**—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

**Sole Proprietor.**—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

### Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods other than bills for merchandise, medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 3109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account: Give name and SSN of:

1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account. <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor. <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee. <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner. <sup>4</sup>
5. Sole proprietorship	The owner. <sup>5</sup>

For this type of account: Give name and EIN of:

6. Sole proprietorship	The owner. <sup>6</sup>
7. A valid trust, estate, or pension trust	Legal entity. <sup>7</sup>
8. Corporation	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.**