

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: OCT 3 2001
HEARING DATE OCT 23 2001

TO: Honorable Board of Supervisors
FROM: Margaret Taylor, Interim CEO, Hospital and Clinics Division MT
SUBJECT: Agreement with San Mateo County Health Center Foundation

RECOMMENDATION

Adopt a resolution:

- 1) authorizing the President of the Board to execute an agreement with San Mateo County Health Center Foundation;
- 2) accepting gifts contributed by San Mateo County Health Center Foundation to San Mateo County for the period July 1, 2000 to May 31, 2001.

Background

The San Mateo County Health Center Foundation was founded in 1989 as a fundraising vehicle for the San Mateo County Hospital and Clinics Division's Fixed Assets and Capital Projects. In 1996, the Foundation began a \$3 million capital campaign to finance various elements of the new San Mateo County Health Center.

The Foundation's financial support for the hospital supplements rather than substitutes for regular general fund support for the hospital. The funds raised by the Foundation are used exclusively in support of capital equipment and program needs of the Hospital and Clinics Division.

Attachment II summarizes Foundation activity from FY 1994-95 through FY 2000-01. The Foundation has received contributions and other income totaling \$5,869,547 during that period. In addition a total of \$857,535 grant money has also been received in 1999-00 and 2000-01. The analysis shows the total Foundation's contributions and income as a percentage of the county subsidy rose to 613 % in FY 1999-00 and 529% in FY ending 2000-01. During the term July 1, 2000 through May 31, 2001, the Foundation raised \$154,583, which must formally be accepted by your Board as gift funding for the San Mateo County Health Center through this resolution (Attachment III).

Discussion

The county contributed \$235,000 to the Foundation's annual budget during FYs 1996-97 through 1998-99, \$215,000 in FY 1999-00 and \$195,000 in FY 2000-01. This agreement reduces the level of support to \$175,000 for FY 2001-02 and \$160,000 for FY 2002-03. The previous agreement states that the Foundation Board will begin developing a plan for self-sufficiency in the spring of 2000. Due to turnover in the Foundation Board and the resignation of the Executive Director, the strategic planning process has begun but is not yet completed. The Foundation is currently completing its Capital Campaign and has continued to raise funds through events such as the 1999 Bed Race, two Spring Garden parties and the Gala Dinner to celebrate the finish of the building program. Attachment A lists the gifts to San Mateo County during fiscal year 2000-2001.

The annual Board of Directors meeting was held in June 2001, and the Board committed to continue fund raising efforts, hire a new Executive Director and turn over the endowment to complete the Capital Campaign goal.

The hospital's Chief Executive Officer and the Director of Health Services both attend the Foundation Board meetings and are invited to participate in matters that directly affect the Health Center. The President of the SMCHC medical staff is a Board member. The collaborative relationship between the Foundation Board, the Hospital Board, the medical staff and the Board of Supervisors will remain the same.

County Counsel has reviewed and approved this agreement. Risk Management has approved revisions to the County standard liability insurance clause.

Term Fiscal Impact

The term of the agreement is for two years, from July 1, 2001 through June 2003. The maximum amount of the agreement is \$335,000. Support for the Foundation for this fiscal year will be quarterly in the amount of \$43,750. In addition, the Foundation will reimburse the hospital \$750 per quarter for county furnished office space, furnishings and equipment. Delay in final approval of this agreement is due to the resignation of the Executive Director, the need for the Foundation Board to appoint a new Executive Director, and consultation with their auditor. Funds are included in the 2001-2002 Hospital and Clinics adopted budget and will be requested in the 2002-2003 budget.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING: 1) EXECUTION OF AN AGREEMENT WITH
SAN MATEO COUNTY HEALTH CENTER FOUNDATION; AND 2) ACCEPTING GIFTS
CONTRIBUTED BY SAN MATEO COUNTY HEALTH CENTER FOUNDATION
TOTALING \$154,583.26 FOR THE PERIOD JULY 1, 2000 THROUGH MAY 31, 2001

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

WHEREAS, the San Mateo County Health Center Foundation wishes to contribute gifts
totaling \$154,583.26 for the period July 1, 2000 through May 31, 2001; and

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 San
Mateo County Health Center Foundation shall continue to provide fundraising efforts for San Mateo
County Hospital and Clinics; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of
Supervisors accepts the gifts totaling \$154,583.26 from San Mateo County Health Center Foundation
and the President of this Board of Supervisors be, and is hereby authorized and directed to execute said
Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the
President's signature thereto.

AGREEMENT WITH SAN MATEO COUNTY HEALTH CENTER FOUNDATION
FOR FUNDRAISING

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAN MATEO COUNTY HEALTH CENTER FOUNDATION, hereinafter called "Contractor";

W I T N E S S E T H:

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, Division of Hospital and Clinics; 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 of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide fundraising services 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 THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$335,000) for the contract term.

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. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B.

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. The Board of Supervisors understands and expressly agrees that it shall have no authority over Contractor, Contractor's Board of Directors, or Contractor's officers.

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, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, 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.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained 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.

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, County 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.

1. Contractor shall provide evidence of Directors and Officers Liability Insurance coverage to County.

2. County shall provide General Liability coverage for Contractor under the hospital's Comprehensive Liability policy.

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 contractor 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, ordinances, regulations, including but not limited to appropriate licensure, certification regulations, and 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
Division of Hospital and Clinics
222 39th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

San Mateo County Health Center Foundation
222 West 39th Avenue
San Mateo, CA 94403

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 June 30, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon ninety (90) 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: Ann Watter, MD
SMCHCF Board of Directors

Date: _____

Date: 9/25/01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A SERVICES

I. Services to be Performed by Contractor

In consideration of the payments described in Schedule B, Contractor shall provide the following services:

- A. Contractor shall provide and maintain a fundraising campaign designed and directed by Contractor's Board of Directors according to the "Statement of Purposes" described in Article I, Section 2 of the Foundation's Bylaws.
- B. Contractor shall provide an annual budget detailing projected income and expenses no later than three (3) months prior to the start of each fiscal year. Budget updates shall be provided during the course of the fiscal year whenever significant changes are made to the budget.
- C. Contractor shall provide an annual report of income and expenses with an accompanying balance sheet listing fund balances no more than three (3) months after the end of each fiscal year.
- D. Contractor shall provide audited annual financial statements no more than nine (9) months after the end of each fiscal year.
- E. Contractor shall provide an itemized list of all gifts made to the County by Contractor during the calendar year ended December 31 no later than March 31 of the succeeding year.
- F. Contractor agrees to make maximum effort to achieve a state of self-sufficiency within a reasonable period of time through the growth of its endowment fund.

II. Services to be Provided by County

In consideration of the services to be performed by Contractor as described in paragraph I, above, County shall provide the following:

- A. County shall furnish to Foundation for its exclusive use, the following:
 - 1. Office space of sufficient size to support the needs of the Foundation.
 - 2. Office furnishings and equipment to include computers, partitions, filing cabinets, telephones, and other related office equipment.

III. Miscellaneous

- A. County's Hospital Board and Contractor's Board agree to meet annually for the purpose of reviewing strategic direction and program planning.
- B. Both parties agree that the names of the donors and amounts of donation shall be confidential and shall not be released at any time including any audit, examination, or review by County pursuant to this section.

SCHEDULE B
PAYMENTS

I. Payment Methodology and Amount

In consideration of the services described in Schedule A, County shall pay Contractor in advance of services provided as follows:

A. For the Period July 1, 2001 through June 30, 2002

County shall pay Contractor four (4) payments of FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$43,750) as operating funds.

B. For the Period July 1, 2002 through June 30, 2003

County shall pay Contractor four (4) payments of FORTY THOUSAND DOLLARS (\$40,000) as operating funds.

C. Contractor shall submit invoices in advance and on a quarterly basis, to County during the term of the agreement.

D. For County-furnished office space, furnishings and equipment to Contractor, Contractor shall reimburse County eight (8) payments of SEVEN HUNDRED FIFTY DOLLARS (\$750) for the period July 1, 2001 through June 30, 2003.

SCHEDULE C

Contract between County of San Mateo and San Mateo County Health Center Foundation, 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.**

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.

ANN WATERS, Ph.D.

Name of 504 Person - Type or Print

San Mateo County Health Center Foundation

Name of Contractor(s) - Type or Print

222 West 39th Avenue

Street Address or PO Box

San Mateo
City

CA
State

94403
Zip Code

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

9/25/01

Date

Ann Waters, PhD SMC HCF Chair

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"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."

Attachment II

San Mateo County Health Center Foundation Analysis at 9/5/01

Foundation Funds Raised

	FYE 6/30/01	FYE 6/30/00	FYE 6/30/99	FYE 6/30/98	FYE 6/30/97	FYE 6/30/96	FYE 6/30/95
Contributions	944,106.00	1,243,381.00	1,197,393.00	493,850.00	738,621.00	530,583.00	322,117.00
Other Income	<u>87,932.00</u>	<u>73,862.00</u>	<u>46,749.00</u>	<u>85,585.00</u>	<u>66,853.00</u>	<u>22,371.00</u>	<u>16,000.00</u>
Total	1,032,038.00	1,317,243.00	1,244,142.00	579,435.00	805,474.00	552,954.00	338,117.00

Total Contributions for 1995-2001: \$ 5,869,547.00

SM County Subsidy	195,000.00	215,000.00	235,000.00	235,000.00	235,000.00	221,314.00	262,160.00
Total Contributions / Income as % of Subsidy	529%	613%	529%	246%	342%	249%	

Foundations Funds Spent

Equipment/Programs	671,358.00	673,465.00	877,523.00	609,692.00	295,487.00	290,879.00	224,150.00
Net	360,680.00	643,778.00	366,619.00	(30,257.00)	509,987.00	262,075.00	114,117.00

NOTES:

The results of fiscal end 6/30/00 & 6/30/01 have been compiled by Knox Bookkeeping Services.

- A) **Contributions** includes all private donations, events revenue and bequests including donations to those programs for which the Foundation acts as Fiscal Agent (SM County AIDS Program, AIDS Dupont grant, Chope Champions). Does not include unrealized Pleges Receivable.
- B) **Other Income** for FYE 1995-1998 includes all interest and dividend income, realized and unrealized gains (losses) on marketable securities. Unaudited 36 months at 6/30/99 - 6/30/01 includes only interest and dividend income and excludes realized and unrealized gains (losses) on securities held for investment purposes.
- C) **SM County Subsidy** includes in-kind and cash support by SM County for Foundation's general, administrative and fundraising expenses.
- D) **Equipment & Programs Services** includes all equipment and furnishings purchased for the Division of Hospital and Clinics use and other programmatic support.
- E) **Net** is the difference between Foundation funds raised and Foundations funds spent in any one fiscal year.
- F) **County Subsidy** was \$ 235,000 for fiscal years ending June 97, 98 & 99. The subsidy was reduced to \$ 215,000 for fiscal year ending June 2000 and \$ 195,000 for fiscal year ending 2001.
With the contract this renewal request, the Foundation is proposing a contract amount of \$ 175,000 for fiscal years end June 2002 and 2003.

Attachment III

San Mateo Health Center Foundation

Health Center Fixed Asset Contributions 7/1/00-5/31/01

Account #01-015605 Peninsula Bank of Commerce

DATE	CHECK #	AMOUNT	DESCRIPTION
7/5/00	1085	13.90	Bitechart/ SAFE Center
7/7/00	1088	4.74	Pediatric Waiting Room/ Grove Fund
7/7/00	1089	167.00	Pediatric Waiting Room
7/28/00	1092	411.00	Pediatric Waiting Room
8/1/00	1097	597.00	Carpet/Pediatric Waiting Room
8/1/00	1099	768.58	Material Furniture/SAFE Center
8/8/00	1105	18.00	Teen Center Lettering
8/15/00	1109	92.01	Memorial Plaque Dr. Kastan
9/5/00	1118	230.14	Grove Pediatric Room Dedication
9/5/00	1119	372.24	Mini-sterio/SAFE Center
9/13/00	1125	811.81	3 Palm Pilots/ Pharmacy
9/20/00	1131	75.78	Ireses Paintings Acknowledgement/Out Patient Clinic
9/26/00	1134	1,526.63	Furniture/ Safe Center
9/29/00	1137	4,407.32	Broselow Cart/ Pediatrics Emergency
10/3/00	1140	37.89	Ireses Paintings Acknowledgement/Out Patient Clinic
10/5/00	1144	21.65	Ireses Paintings/OutPatient Clinic
10/7/00	1146	367.95	Freezer/Refrigerator/ Belle Haven Clinic
10/10/00	1147	10,283.75	50% Imaging System/ Telemedicine Project
10/16/00	1153	340.99	Furniture/ Safe Center
10/20/00	1160	2,667.25	Bronze Plaque/ Health Center
11/7/00	1173	3,000.00	Mural/ Children Safe Center
11/15/00	1176	3,293.52	Furniture/ Safe Center
11/20/00	1182	11,095.63	Canon Imaging System/ Hospital
12/1/00	1187	32.45	3 Palm Pilots/ Pharmacy
12/7/00	1192	12,564.29	Infant warmer/ ICU
12/14/00	1194	617.03	Printing pamphlets/ Grove Grant
1/17/01	1199	3,149.00	Lap-top computer/ Dr. Israelski/ Aids Program Clinical Trust
2/5/01	1210	2,000.00	Lap-top computer/ Clinical Trials & Research Unit
2/5/01	1211	216.81	Lap-top computer/ Clinical Trials & Research Unit
2/6/01	1212	5,785.56	Equipment/ Acute Psychiatry
3/19/01	1226	210.45	Bluemaxx rechargeable/ SAFE Center
3/28/01	1232	3,686.29	Lap-top computer/ Clinical Trials & Research Unit
3/29/01	1233	307.79	Portable copier/ Healthy Families
4/10/01	1239	7,941.28	Storage Cabinet/ Grove Grant/ Pediatric Clinic
4/24/01	1242	13,930.82	Corporax Workstation/ D&T
5/10/01	1249	62,043.71	Workstations/ D&T Building
5/15/01	1251	1,493.00	2 dvd, tv, vcr/ Creative Art and Recreation Therapy Dept.

154,583.26

Account # 1141759 Chope Champions

3/7/01	1093	4,000.00	Medical Social Services Patient Fund
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\$ 158,583.26

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: SAN MATEO COUNTY HEALTH CENTER FOUNDATION
Contact Person: EXECUTIVE DIRECTOR
Address: 222 WEST 39TH AVENUE
SAN MATEO, CA 94403
Phone Number: (650) 573-2655 Fax Number: (650) 573-3447

II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☐ 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)

- ☐ 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 25 day of Sept., 2001 at San Mateo, CA
(City) (State)

Ann Waters, PhD
Signature

CHAIR PERSON
Title

ANN WATERS, Ph.D.
Name (Please Print)

94-3116070
Contractor Tax Identification Number

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

Date: September 16, 2001
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Heather Ledesma, Health Services Admin/ Pony # HLT312/ Fax # 2788
Subject: Contract Insurance Approval

CONTRACTOR: San Mateo County Health Center Foundation

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME: 0%

NUMBER OF EMPLOYEES: Less than 15

DUTIES (SPECIFIC): Fund raising for San Mateo County Health Center

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Worker's Compensation:	statutory	<input checked="" type="checkbox"/>	_____	_____

REMARKS/COMMENTS: Please Waive


SIGNATURE

Executive Risk Indemnity Inc.

Home Office
32 Lockstreet Square, Suite L100
Dover, Delaware 19901

Administrative Offices/Mailing Address:

82 Hopmeadow Street
Simsbury, Connecticut 06070-7683

SEP 3/2004



**NOT-FOR-PROFIT ORGANIZATION
DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY
INCLUDING EMPLOYMENT PRACTICES LIABILITY COVERAGE**

DECLARATIONS

POLICY NUMBER
8165-5956

NOTICE: THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD," OR, IF PURCHASED, THE DISCOVERY PERIOD. THE COVERAGE AFFORDED UNDER THE POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. PLEASE READ THE ENTIRE POLICY CAREFULLY.

ITEM 1. PARENT ORGANIZATION - NAME AND PRINCIPAL ADDRESS:

San Mateo County Health Center Foundation
222 West 39th Avenue
San Mateo, CA 94403
State of Incorporation or Organization: CA

ITEM 2. POLICY PERIOD:

(a) Inception Date: April 16, 2001
(b) Expiration Date: April 16, 2002
at 12:01 a.m. both dates at the Principal Address in ITEM 1.

ITEM 3. LIMIT OF LIABILITY:

\$1,000,000.00 maximum aggregate limit of liability for all Claims made or deemed made during any Policy Year

ITEM 4. PREMIUM:

\$ 1,330.00 total premium.

ITEM 5. RETENTIONS:

- (a) \$0.00 each Insured Person each Claim, but only for Loss as to which indemnification by the Insured Entity is not legally permissible or is not made solely by reason of the Insured Entity's financial insolvency.
- (b) \$2,500.00 each Claim, for Loss as to which indemnification by the Insured Entity is legally permissible
- (c) \$2,500.00 each Claim under Insuring Agreement C

ITEM 6. ADDITIONAL PREMIUM FOR EXTENDED REPORTING PERIOD:

40% of annual expiring premium, for one (1) year Extended Reporting Period
75% of annual expiring premium, for two (2) year Extended Reporting Period

ITEM 7. NOTICE UNDER CONDITIONS (G)(1) AND (G)(2) MUST BE ADDRESSED TO:

Vice President of Claims
Executive Risk Management Associates
P. O. Box 2002
Simsbury, CT 06070

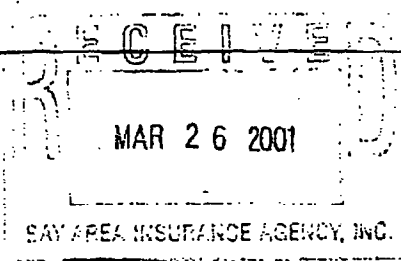
ITEM 8. ENDORSEMENTS ATTACHED AT ISSUANCE:

C31384 (12/99 ed.)
D21190 (11/94 ed.)
D23832 (1/97 ed.)
D23962 (1/97 ed.)

These Declarations, the signed and completed Application and the Policy, with endorsements, will constitute the entire agreement between the Underwriter, the Insured Entity and the Insured Persons.

EXECUTIVE RISK INDEMNITY INC. by (Authorized Company Representative):

John P. Kearney



STATE COMPENSATION INSURANCE FUND	HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
	IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.		

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT

THIS IS NOT A BILL

CONTINUOUS POLICY 1266805-00

SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM
PACIFIC STANDARD TIME

RATING PERIOD 11-07-00 TO 11-07-01

SAN MATEO COUNTY GENERAL HOSPITAL
FOUNDATION
222 W. 39TH AVENUE
SAN MATEO, CALIF 94403

DEPOSIT PREMIUM	\$200.00
MINIMUM PREMIUM	\$200.00
PREMIUM ADJUSTMENT PERIOD	ANNUALLY
	R NA

NAME OF EMPLOYER- SAN MATEO COUNTY GEN. HOSPITAL FOUNDATION
(A NON-PROFIT CORP.)

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 11-07-00 TO 11-07-01

		BASE RATE	INTERIM BILLING RATE
8810	CLERICAL OFFICE EMPLOYEES--N.O.C.	1.16	1.16
8742	SALESPERSONS--OUTSIDE.	1.37	1.37

*****BUREAU NOTE INFORMATION*****

FEIN 943116070

STATE COMPENSATION INSURANCE FUND	HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
	IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.		

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PACIFIC STANDARD TIME

RATING PERIOD 11-07-00 TO 11-07-01

- * INTERIM BILLING RATES WILL BE USED ON PAYROLL REPORTS. THEY TAKE INTO ACCOUNT RATING PLAN CREDITS (OR DEBITS) WHICH WILL APPLY AT FINAL BILLING AND AN ESTIMATE OF YOUR PREMIUM DISCOUNT AS DETAILED BELOW.

RATING PLAN CREDITS (DEBITS) EFFECTIVE FROM 11-07-00 TO 11-07-01

RATING PLAN MODIFIER	1.00000
ESTIMATED PREMIUM DISCOUNT MODIFIER	<u>1.00000</u>
COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES	1.00000

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*
*          PREMIUM DISCOUNT SCHEDULE EFFECTIVE FROM 11-07-00 TO 11-07-01
* ESTIMATED MODIFIED PREMIUM IS DISCOUNTED ACCORDING TO THE FOLLOWING SCHEDULE:
*
*          FIRST      NEXT      ABOVE
*          $1,000    $4,000    $5,000
*          0.0%      19.0%     23.6%
*
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THE ESTIMATED PREMIUM DISCOUNT IS BASED ON AN ESTIMATE OF YOUR PAYROLL. ACTUAL PREMIUM DISCOUNT APPLIED AT FINAL BILLING WILL BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND SUBJECT TO AUDIT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO OCTOBER 12, 2000 POLICY FORM L 2
(OVER PLEASE)