

# COUNTY OF SAN MATEO

## INTERDEPARTMENTAL CORRESPONDENCE

**To:** Honorable Board of Supervisors  
**From:** Thomas F. Casey III, County Counsel  
**Subject:** Resolution Authorizing Agreement with the Law Firm of Foley & Lardner for Services and Assistance in Obtaining Supplemental Medi-Cal Payments, such as Those Payments Provided Under the SB 1255 Program  
**Date:** November 5, 2001

**RECOMMENDATION:** Adopt a resolution authorizing and directing the President of the Board to execute an agreement with the law firm of Foley & Lardner for services and assistance in obtaining supplemental Medi-Cal payments, such as those payments provided under the SB 1255 Program, in the amount of \$50,000.

### Background and Discussion:

SB 1255 is a Medi-Cal inpatient supplemental payment program which the State currently operates under federal Medicaid waivers. Unfortunately, participation in the SB 1255 program is limited to disproportionate share hospitals that contract to provide inpatient hospital services to Medi-Cal beneficiaries under the program. At present, although the SMCHC is a disproportionate share hospital, it is not a contract hospital. Because the vast majority of inpatient services provided to Medi-Cal beneficiaries by SMCHC is covered under a managed care arrangement with the Health Plan of San Mateo, only a small number of Medi-Cal inpatient days potentially may be contracted for under the program.

Health Services staff have been working with State officials to convince them that there are ways that the State can administratively permit SMCHC to receive supplemental payments under SB 1255, or a similar mechanism. If this strategy does not succeed, then SMCHC will seek legislative remedies.

Due to many legal issues the State is raising in response to SMCHC's proposed solutions, we have recognized the need to retain legal counsel with specific expertise in SB 1255 and who has a relationship with the appropriate State officials. Foley & Lardner, the firm that represents the California Association of Public Hospitals, specializes in health care finance law, and developed the SB 1255 intergovernmental transfer concept. In addition, they work closely with the State officials, who are in the position of providing SMCHC access to the SB 1255 program. In addition to assist the County in gaining access to the SB 1255 program, the firm is qualified to

Honorable Board of Supervisors

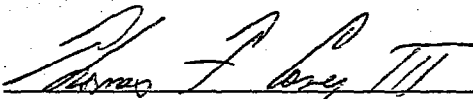
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November 5, 2001

assist the county in exploring other options to obtain supplemental Medi-Cal payments.

Fiscal Impact:

The contract, as currently proposed, would pay Foley & Lardner, on a time and materials basis, with a cap of \$50,000. The contract includes a termination clause allowing the Board to terminate the contract upon thirty days notice.

  
\_\_\_\_\_  
THOMAS F. CASEY III, COUNTY COUNSEL

cc: John Maltbie, County Manager  
Margaret Taylor, Interim CEO of Hospital

L:\CLIENT\BOARDSUP\Memo to Board Re Foley & Lardner.wpd

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AND DIRECTING THE PRESIDENT OF  
THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT  
WITH THE LAW FIRM OF FOLEY & LARDNER**

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

**WHEREAS**, COUNTY desires to retain Foley & Lardner to assist COUNTY in its  
efforts to obtain supplemental Medi-Cal payments, such as those payments provided under the SB  
1255 program; and

**WHEREAS**, FOLEY & LARDNER has both the qualified personnel and expertise to  
provide such legal and associated services as are necessary and it is ready, willing and able to now  
provide such services upon request of County; and

**WHEREAS**, an agreement for such services has been proposed and reviewed by this  
Board, which desires to enter into same;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the  
President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the  
agreement with the law firm of Foley & Lardner on behalf of the County of San Mateo, and the  
Clerk of this Board shall attest his signature hereto.

\* \* \* \* \*

**AGREEMENT BETWEEN COUNTY OF SAN MATEO  
AND THE LAW FIRM OF FOLEY & LARDNER**

THIS AGREEMENT, is entered into on \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO (hereinafter referred to as "COUNTY"), and the law firm of FOLEY & LARDNER (hereinafter referred to as "CONTRACTOR").

**W I T N E S S E T H**

**WHEREAS**, COUNTY desires to retain CONTRACTOR to represent COUNTY in efforts to obtain supplemental Medi-Cal payments, such as those payments provided under the SB 1255 program; and

**WHEREAS**, CONTRACTOR has both the qualified personnel and expertise to provide such legal and associated services as are necessary and it is ready, willing and able to now provide such services upon request of COUNTY:

**WHEREAS**, due to the unique qualification of Contractor, the Request for Proposed process need not be utilized:

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties agree as follows:

1. CONTRACTOR shall perform legal and associated services on behalf of the County of San Mateo and its officers and employees with regard to assisting and advising the County in obtaining supplemental Medi-Cal payments, such as those payments practiced under the SB 1255 program.

Unless otherwise agreed to by the parties in writing, services under this Agreement shall be performed by, or under the supervision of, Denise Rodriguez, Esq. and Diane Ung, Esq.

2. In consideration for the providing of such legal services as herein described,

COUNTY shall pay CONTRACTOR at CONTRACTOR's schedule of hourly rates normally charged to public jurisdictions, a copy of which is attached hereto as Exhibit A.

CONTRACTOR shall also be entitled to reimbursement for reasonably incurred costs. However, COUNTY's total obligation under this agreement shall not exceed \$50,000 unless expressly agreed to in writing between CONTRACTOR and COUNTY. Payments will be made within 30 days of receipt of billing by CONTRACTOR.

At such times as hourly rates reflected in Exhibit A are adjusted by CONTRACTOR for general application to its clients, and upon thirty (30) days notice to COUNTY, the schedule of hourly rates in Exhibit A shall be changed to conform with such adjustment.

3. In performing the legal services herein agreed upon, CONTRACTOR shall have the status of independent contractor and shall not be deemed to be an officer or employee of the COUNTY.

4. CONTRACTOR shall not assign any of its rights or obligations herein contracted for without the written consent of the COUNTY first having been obtained.

5. CONTRACTOR shall at all times keep a complete and thorough record of the services and time expended by CONTRACTOR and CONTRACTOR shall also make available to COUNTY for inspection purposes all of such records so maintained. COUNTY will pay upon billing by CONTRACTOR based upon time and service previously rendered.

6. CONTRACTOR shall keep in full force and effect during the term of this Agreement malpractice coverage in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00).

7. This Agreement may be terminated by either party upon the giving of thirty (30) days written notice prior to the effective date of such termination.

8. Contractor agrees to comply with the County's non-discrimination policy and equal benefits ordinance. Specifically, Contractor shall comply with the non-discrimination requirements described in Schedule A which is attached hereto, and incorporated herein.

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 on 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.


With respect to its offices in California, Contractor shall report to the County Manager the filing by any person in any California court of any complaint of discrimination or the filing by and person of any and all charges with the Equal Employment Opportunity Commission,

the Fair Employment and Housing Commission or any other California state 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

FOLEY & LARDNER

BY:   
DOUGLAS L. CARDEN  
PARTNER IN CHARGE -  
LOS ANGELES OFFICES

COUNTY OF SAN MATEO

BY: \_\_\_\_\_  
MICHAEL NEVIN, PRESIDENT  
OF THE BOARD OF SUPERVISORS

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD OF SUPERVISORS

## SCHEDULE A

Contract between County of San Mateo and Foley & Lardner, 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.



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**FOLEY LARDNER  
 HOURLY RATES FOR CALIFORNIA LAWYERS  
 AND SELECTED NON-CALIFORNIA LAWYERS  
 CURRENT THROUGH JANUARY 2002**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<b><u>PARTNERS</u></b>		
Abalona, William	Sacramento	345
Albert, Richard	Los Angeles	360
Alberti, William	San Francisco	370
Arnold, Larry	San Francisco	370
Aronson, Peter	Los Angeles	505
Blumenthal, David	Los Angeles	510
Brown, Lowell	Los Angeles	395
Carden, Douglas	Los Angeles	365
Carlucci, Thomas	San Francisco	375
Cohn, Jonathon	Los Angeles	315
Cordero, Darryl	Los Angeles	400
Costakos, Jeffrey	Denver	415
DeGrasse, Rocco	Chicago	370
Driscoll, Thomas	San Francisco	450
Eady, Edsell	San Francisco	425
Elias, Peter	San Diego	295
Geenen, Nancy	San Francisco	375
Godes, James	Los Angeles	325
Goldstein, Robert	San Diego	400
Hendricks, Jay	San Francisco	390
Hoffman, Sam	San Diego	400
Kalyvas, James	Los Angeles	530
Koch, Gary	Tampa	320
Kimmel, Lance	Los Angeles	395

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 CURRENT THROUGH JANUARY 2002**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>PARTNERS</u>		
Klein, Robert	Los Angeles	450
Koenen, Frederick	San Francisco	370
Kostant, Ralph	Los Angeles	420
Leventhal, Robert	Los Angeles	400
Lindeke, Jonathan	San Francisco	400
Marshall, Larry	San Diego	345
McClune, Gregory	San Francisco	400
Meinhardt, Robyn	Denver	355
Moser, Gregory	San Diego	400
Nourani, Leila	Los Angeles	310
Ohliger, Paula	San Francisco	330
Oppenheim, Charles	Los Angeles	375
Overly, Michael	Los Angeles	450
Paine, Shirley	San Francisco	335
Parrish, Stephen	San Francisco	345
Penner, Ingeborg	San Francisco	350
Polin, Kenneth	San Diego	410
Reiter, Stephen	San Diego	400
Richardson, Clare	Los Angeles	360
Rittmaster, Ted	Los Angeles	375
Rodriguez, Denise	Los Angeles	420
Root, George	San Diego	420
Scarano, R. Michael	San Diego	400
Schieble, Mark	San Francisco	435
Seiden, Richard	Los Angeles	435
Sevell, Robert	Los Angeles	420

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**AND SELECTED NON-CALIFORNIA LAWYERS**  
**CURRENT THROUGH JANUARY 2002**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<b><u>PARTNERS</u></b>		
Shapiro, Mitchell	Los Angeles	420
Simerlein, Steven	San Diego	255
Smason, Tami	Los Angeles	375
Stephens, Dorothy	Sacramento	330
Stewart, Paul	San Francisco	435
Wagner Cammarano, Terri	Los Angeles	355
Waltz, Judith	San Francisco	375
Warburg, Richard	San Diego	495
Weissburg, Carl	Los Angeles	475
Wilson, Jon	Los Angeles	510
<b><u>OF COUNSELS</u></b>		
Bates, Jeffrey	Los Angeles	330
Cheatham, Robert	San Francisco	350
Conn, Larry	Los Angeles	375
Enders, Robert	Los Angeles	475
Evers, William	San Francisco	450
Genesen, Tracy	Sacramento	275
Harris, Michele	Denver	225
Jensen, Lawrence	San Francisco	275
Kleinke, Bernard	San Diego	410
Norvell, Mary	San Diego	295
Reilly, Sheila	San Diego	290
Wenbourne, Robert	Sacramento	320

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 AND SELECTED NON-CALIFORNIA LAWYERS  
 CURRENT THROUGH JANUARY 2002**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>SENIOR COUNSEL</u>		
Baird, James	San Francisco	325
Blasdell, Thomas	Los Angeles	370
Devine, Antione	San Francisco	335
Gonzalez-Knavel, Maria	Milwaukee	305
Green, Elizabeth	San Francisco	385
Green, Reginald	Los Angeles	350
Hsu, Lee	San Diego	370
Jones, Vreeland	Sacramento	345
Kashani, Mirsaied	Los Angeles	330
Klein, Kenneth	San Diego	330
Lemmo, John	San Diego	195
Maram, Barry	Chicago	380
Micklos, Jeffrey	Washington, D.C.	330
Mintz, Shana	Los Angeles	300
Mishra, Muira	Los Angeles	285
Moskitis, Richard	San Diego	295
Racicot, Diane	San Diego	295
Ridley, Eileen	San Francisco	350
Ritz, T.J.	Los Angeles	295
Sable, Joshua	Los Angeles	290
Sullivan, Kirk	Los Angeles	405
Taylor, Michael	Los Angeles	335
Taylor, Stacy	Los Angeles	425
Ung, Diane	Los Angeles	325
Yates, Christina	San Diego	220
Zakrzewsk, Chris	Denver	290

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 CURRENT THROUGH JANUARY 2002**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>ASSOCIATES</u>		
Allen, Mary Ellen	Los Angeles	230
Almon, Patricia	Los Angeles	260
Ames, Wesley	San Diego	350
Anwar, Hema	Los Angeles	260
Ashby, Julie	San Diego	255
Beatty, Joseph	San Francisco	210
Benator, Sarah	Los Angeles	220
Blanchard-Saiger, Gail	Sacramento	240
Butwinick, Jeffrey	San Francisco	195
Candeloro, Carlos	San Diego	325
Cochran, Gregor	San Francisco	225
Cohen, Howard	Los Angeles	300
Coslick, Ronald	Los Angeles	345
DeCastro, Jose	Los Angeles	260
Dhand, Sanjeev	San Diego	310
Douglas, John	San Francisco	300
Dow, Steven	San Francisco	250
Duncan, Margaret McCahill	San Diego	255
Elson, Elizabeth	Los Angeles	220
Eskin, Ryan	Los Angeles	205
Fitzgibbon, Courtney	Los Angeles	205
Fogliani, Carrie	Los Angeles	195
Goodfellow, Lynn	San Diego	245
Graham, Michael	Los Angeles	260
Granston, Andrew	San Diego	240
Hagen, Harold	San Francisco	300

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<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>ASSOCIATES</u>		
Hall, Gregory	Los Angeles	195
Harrington, Irvin	Los Angeles	325
Huang, Stephen	San Diego	220
Hwang, Joseph	San Francisco	235
Iriye, Judy	Los Angeles	195
Jaber, Susan	San Francisco	205
Jensen, David	San Diego	165
Jensen, James	San Francisco	195
Jones, James	Sacramento	240
Keller, George	San Francisco	250
King, Ivonne	San Francisco	275
Lavender, Jason	San Francisco	205
Ludwig, Michael	Los Angeles	265
Malone, Richard	Los Angeles	240
McCord, Clinton	Los Angeles	205
McNeill, Heather	Los Angeles	235
Nanda, Deepak	Los Angeles	250
Napolitana, Lee Ann	San Francisco	250
Nelson, Erika	San Francisco	205
Newson, Eric	San Francisco	250
Nguyen, James	Los Angeles	275
Okreglak, Marysia	San Francisco	235
Owens, Keith	Los Angeles	235
Perez-Serrano, Rebeca	San Diego	255
Pugh, Darrell	San Diego	195
Rios, Christina	San Francisco	195

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AND SELECTED NON-CALIFORNIA LAWYERS  
CURRENT THROUGH JANUARY 2002**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>ASSOCIATES</u>		
Rubin, Damon	Los Angeles	250
San Pietro, Richard	San Diego	350
Schwarcz, Aaron	San Francisco	225
Singer, Amie	Los Angeles	240
Spehar, Teresa	San Diego	240
Stulman, Martha	Los Angeles	230
Urban, Jennifer	Milwaukee	175
Vukadinov, David	Los Angeles	260
Washington, Suzanne	San Diego	255
Wellman, Arthur	San Diego	325
Whittaker, Michael	San Diego	310
Wilson, Barry	San Diego	350
Woodall, Kevin	San Francisco	300
Yu, Jennifer	Los Angeles	195
Summer Associates/ Clerks	All Offices	165



**FOLEY LARDNER  
 HOURLY RATES FOR CALIFORNIA LAWYERS  
 AND SELECTED NON-CALIFORNIA LAWYERS  
 CURRENT THROUGH JANUARY 2002**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<b><u>PARALEGALS</u></b>		
A'Costa, Sandra	Los Angeles	125
Allen, Cynthia	Denver	100
Baxter, Christa	San Diego	150
Belfiore, John	San Francisco	80
Bennett, Patricia	San Diego	80
Betke, Irene	San Diego	180
Berglund, Erik	San Diego	80
Boone, Janet	San Francisco	165
Breitenstein, Daniel	San Diego	150
Burt, Lisa	Los Angeles	150
Chisholm, Eleanore	San Francisco	160
Davision, Jessica	Los Angeles	150
Deosil-Solano	San Diego	80
Foster, Kathryane	San Diego	200
Franklin, Richard	San Diego	200
Garcia, Diane	San Diego	140
Hall, Ellen	San Diego	200
Harris, Deborah	Los Angeles	95
Hensel, Jeannie	San Diego	160
Houston, Pamela	Los Angeles	145
Lawrence, Jacqueline	Los Angeles	145
Lewman, Kevin	Los Angeles	160
Lombardo, Pamela	Los Angeles	145
Lucchesi, Robert	San Diego	180
Mugglebee, Erica	San Diego	80
Passarello, Paula	Los Angeles	155

**FOLEY LARDNER  
HOURLY RATES FOR CALIFORNIA LAWYERS  
AND SELECTED NON-CALIFORNIA LAWYERS  
CURRENT THROUGH JANUARY 2002**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>PARALEGALS</u>		
Rawles, Michael	Los Angeles	155
Reddy, Srinivas	San Francisco	150
Roberts, Michael	San Diego	95
Sabula, Ruth	San Diego	175
Saunders, Wyn	Los Angeles	155
Simpson, Suzanne	San Diego	100
Snickars, Eric	San Diego	80
Thorsteins, Cathy	San Diego	150
Washington-Duncan, Lia	Los Angeles	150
Zoebisch, Eve	Los Angeles	180

# ACORD CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE  
11/12/2001

**PRODUCER**  
877-559-6769  
Willis North America, Inc. - Regional Cert Center  
11201 N. Tatum Boulevard  
Suite 300  
Phoenix, AZ 85028

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Foley & Lardner  
Attn: Carol Wichmann  
777 E. Wisconsin Avenue  
Milwaukee, WI 53202-5367

INSURERA: St. Paul Fire and Marine Insurance Compan 24767-001  
INSURERB: Zurich American Insurance Company 16535-003  
INSURERC:  
INSURERD:  
INSURERE:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CK04804335	8/1/2001	8/1/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CK04804335	8/1/2001	8/1/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	CK04804335	8/1/2001	8/1/2002	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC9300678-00	8/1/2001	8/1/2002	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Commercial Property	CK04804335	8/1/2001	8/1/2002	All risk, subject to policy terms, conditions, exclusions and deductibles

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PROPERTY DAMAGE, ADVERTISING INJURY OR PERSONAL INJURY ARISING OUT OF THE RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICE OR ADVISE, WHETHER OR NOT THAT SERVICE OR ADVISE IS ORDINARY TO THE INSURED'S PROFESSION, REGARDLESS OF WHETHER A CLAIM OR SUIT IS BROUGHT BY A CLIENT OR ANY OTHER PERSON OR ORGANIZATION.

**CERTIFICATE HOLDER**  **ADDITIONAL INSURED; INSURER LETTER:**  
  
County of San Mateo  
Office of the County Counsel  
Attn: John Beiers  
400 County Center, Sixth Floor  
Redwood City, CA 94063-1662

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Carlton H. Beiers*

### IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SAN MATEO COUNTY  
MEMORANDUM

DATE: 11-12-01  
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
FROM: Chris Motley (Name) FAX \_\_\_\_\_ PONY \_\_\_\_\_  
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Foley & Lardner

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
no

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:  
1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:  
Medical consulting

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability	<u>\$ 1m</u>	<input checked="" type="checkbox"/>	_____	_____
Workers' Compensation	_____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS:

Priscilla Morse 11-12-01  
Risk Management Signature Date

# ALAS



**ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,  
A RISK RETENTION GROUP**

January 3, 2001

Foley & Lardner  
777 East Wisconsin Ave.  
Milwaukee, WI 53202-5367

To Whom It May Concern:

**CONFIRMATION OF INSURANCE**

We hereby confirm that Foley & Lardner has Professional Liability Coverage under Policy ALA#1017 with limits for the period set forth below of \$100,000,000 per claim and \$200,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$1,000,000 each claim up to an aggregate of \$2,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2001 to January 1, 2002.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.**

**A RISK RETENTION GROUP**

By: *Nancy J. Montroy*  
Nancy J. Montroy  
Director of Underwriting

Date: 1/3/01

### COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

#### I Vendor Identification

Name of Contractor: Foley & Lerner  
 Contact Person: Marilyn L. Lagerman  
 Address: 777 E. Wisconsin Ave., Milwaukee, WI 53202  
 Phone Number: (414) 297-5433  
 Fax Number: (414) 319-7042

#### 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 12 day of Nov. 2001 at Milwaukee  
Wisconsin (City)

(State)  
  
Signature

Marilyn L. Lagerman  
Name (Please Print)

Director of Human Resources  
Title

390473800  
Contractor Tax Identification Number