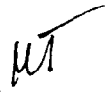


COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: December 5, 2001  
HEARING DATE 12/18/2001

TO: Honorable Board of Supervisors

FROM: Margaret Taylor, Interim CEO, Director, Hospital and Clinics Division 

SUBJECT: Agreement with Peninsula Pathologists Medical Group, Inc.

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Peninsula Pathologists Medical Group, Inc.

Background and Discussion

Peninsula Pathologists Medical Group, Inc. has provided histopathology laboratory services at San Mateo County General Hospital's Pathology Department since 1999. Services have included the processing of tissues, making and staining slides, and making special stains for evidence of disease.

Before 1999 Sequoia Hospital provided San Mateo County Health Center with tissue processing and making and staining of slides while Stanford, UCSF, and Peninsula Hospitals provided special stains. The Peninsula Pathology group subsequently formed their own lab to perform these functions. An analysis performed to determine the difference between the base price and the bills from the various hospitals revealed an annual savings of \$4,000. Although these services were initially inadvertently omitted from the subcontract between the County's Independent Physicians Association (IPA) and Peninsula Pathologists; current negotiations with the IPA indicate the IPA does not want these services included in their new contract with the County.

There are two other vendors in the Bay Area providing this service: one is unwilling to sign an Equal Opportunity Employer declaration and the other doesn't provide sufficient turn-around time or transportation.

This agreement also includes consulting time to assist with the development of a Pathology Database. All lab results are currently maintained manually, this database will allow for automation of the process and tracking of results as well as the development of automated reports required by various state agencies for disease statistics.

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

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
PENINSULA PATHOLOGISTS MEDICAL GROUP, 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  
Peninsula Pathologists Medical Group, Inc. shall provide histopathology laboratory services at  
San Mateo County General Hospital's Pathology Department including the processing of tissues,  
making and staining slides, and making special stains; 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  
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 this Board shall attest the President's  
signature thereto.

AGREEMENT WITH  
PENINSULA PATHOLOGISTS MEDICAL GROUP, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA PATHOLOGISTS MEDICAL GROUP, INC. 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, 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 histopathology laboratory services at San Mateo County General Hospital's Pathology Department including the processing of tissues, making and staining slides, and making special stains 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 TWO HUNDRED THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$230,500) 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. 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, 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. 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 .....\$1,000,000
- 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  
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:

Peninsula Pathologists Medical Group, Inc.  
393 East Grant Avenue, Ste. I  
South San Francisco, CA 94080  
Attn; Alicia Bergholm

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 January 1, 2002 through December 31, 2004. 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

PENINSULA PATHOLOGISTS  
MEDICAL GROUP, INC.

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

By:  \_\_\_\_\_

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

Date: 12/3/01 \_\_\_\_\_

ATTEST:

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

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

Attachment I

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.

ALISIA BERGHOLM

Name of 504 Person - Type or Print

Peninsula Pathologists Medical Group, Inc.  
Name of Contractor(s) - Type or Print

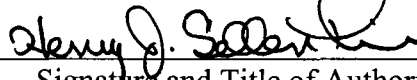
393 East Grand Avenue, Ste. I  
Street Address or PO Box

South San Francisco  
City

CA      94080  
State      Zip Code

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

Dec 3, 2001  
Date

  
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."

## SCHEDULE A

### Description of Services to be Performed by Contractor

#### A. Histology Services

In consideration of the payments described in Schedule B, Contractor shall provide histology laboratory services to patients of San Mateo County General Hospital and Clinics. Such services shall include the technical component of services involved in the preparation of slides, but shall not include transcription services, or any other technical services involved in the operation of the department. Histology Laboratory services include preparation of a paraffin block, cutting, staining and coverslipping an initial H and E slide and preparation of all necessary recut sections, deeper level sections, and special stains, as described in paragraph IB, below, together with the delivery of the block and slides to San Mateo County General Hospital's Pathology Department.

## SCHEDULE B

### Amount and Method of Payment

In consideration of the services described in Schedule A, Contractor shall be reimbursed as follows:

#### A. Histology Services

|  |       |
|--|-------|
| Each block processed                   | \$15  |
| Histology service on each autopsy case | \$100 |

#### B. Tamtron Consultation Services

Services will be provided at \$50 per hour, not to exceed a maximum of two hundred (200) hours.

Invoices shall be approved by the Laboratory Director. Payments not received within 30 days of the due date shall incur a late fee of an additional 5% of the amount due.

Thereafter, the late fee shall be increased by an additional 5% for each 30 day period that payments are past due (for example, the late fee for payments paid 95 days past due shall incur a late fee of 15%).

Payments for histology laboratory services shall be made to Contractor's offices at: 77 Birch Street, Suite A, Redwood City, CA 94062, or such other office of Contractor that Contractor may hereafter designate in writing.

The term of this agreement is January 1, 2002 through December 31, 2004. Invoices shall be approved by the Laboratory Director. Total payment for services provided under this agreement shall not exceed TWO HUNDRED THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$230,500).

## SCHEDULE C

Contract between County of San Mateo and Peninsula Pathologists Medical Group, Inc., 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.



(415) 397-9700  
(800) 652-1051  
(907) 563-3414 (in Alaska)

## CERTIFICATE OF INSURANCE

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 policy below.

| Name and Address of insured  |
|--|
| PENINSULA PATHOLOGISTS MEDICAL<br>393 E. GRAND AVE., SUITE I<br>SOUTH SAN FRANCISCO CA 94080 |

Original  
101493

Insurance afforded by this policy is CLAIMS-MADE Professional Liability Insurance

| Policy Number | Limits of Liability   | Annual Policy Period<br>As of 12:01 a.m. local time                           |
|---------------|---|---|
| 101493        | 5,000,000 each claim<br>5,000,000 aggregate<br>0 deductible | Effective Date: 01/01/01<br>Expiration Date: 01/01/02<br>Retro Date: 07/01/77 |

Current Medical Specialty: 9102 CORPORATION 5-19 PHYSICIANS

| Certificate Holder |
|--------------------|
|                    |

This is to certify that the policy of insurance listed above has been issued to the insured named above for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Should the above policy be canceled before the expiration date, NORCAL will endeavor to mail 10 days written notice to the certificate holder named above, but failure to provide such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. The policy provides that it is the responsibility of the insured to inform recipients of Certificates of Insurance of any changes in coverage or termination or cancellation of the policy.

By: **NORCAL Mutual Insurance Company**

Date: 11/10/00

DAVID R. HOLLEY, M.D.  
Secretary

PRODUCER

Seabury & Smith, Inc.  
777 South Figueroa Street  
Los Angeles, CA 90017

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

COMPANY AFFORDING COVERAGE

COMPANY LETTER A TIG INSURANCE COMPANY

COMPANY LETTER B

INSURED

Peninsula Pathologists Medical Group  
393 East Grand Avenue, Suite 1  
South San Francisco, CA 94080

THIS IS TO CERTIFY THAT THE CERTIFICATE LISTED BELOW HAS 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 MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH CERTIFICATE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE  | CERTIFICATE NUMBER | EFFECTIVE DATE (MM/DD/YY) | EXPIRATION DATE (MM/DD/YY) | LIMITS of COVERAGE   |
|--------|--|--------------------|---------------------------|----------------------------|--|
|        | GENERAL LIABILITY<br><br>OCCUR<br>Professional Liability   |                    |                           |                            | GENERAL AGGREGATE \$<br>PRODUCTS-COMP/OPS AGGREGATE \$<br>PERSONAL & ADVERTISING INJURY \$<br>EACH OCCURRENCE \$<br>FIRE DAMAGE (Any one person) \$<br>MEDICAL EXPENSE (Any one person) \$ |
|        | AUTOMOBILE LIABILITY<br><br>HIRED AUTOS<br><br>NON-OWNED AUTOS   |                    |                           |                            | COMBINED SINGLE LIMIT \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$   |
| A      | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY<br><br>THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL<br><br>OTHER<br>Business Personal Property<br>PROFESSIONAL LIABILITY | 80592472           | 07/01/01                  | 07/01/02                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE - POLICY LIMIT \$1,000,000<br>DISEASE - EACH EMPLOYEE \$1,000,000<br><br>GENERAL AGGREGATE<br>EACH OCCURRENCE                     |

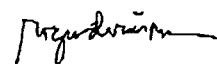
DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS

Medical Office

MEMORANDUM HOLDER

SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE MEMORANDUM HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





# ACORD CERTIFICATE OF LIABILITY INSURANCE

EP ID MP  
PENIN-4

DATE (MM/DD/YY)  
10/31/01

**PRODUCER**  
Insurance By Allied Brokers  
57-151446-AP-OC-XSA  
P.O. Box 33015  
San Antonio TX 78265-3015  
Phone: 800-457-2379 Fax: 210-732-3593

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**  
Peninsula Pathologist Medical Group DBA  
Peninsula Pathology Associates  
393 E. Grand Ave Ste I  
So San Francisco CA 94080

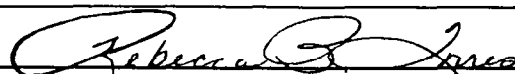
INSURER A: Hartford Casualty Ins Co  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**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<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>   | 57SBANL6707   | 10/01/01                         | 10/01/02                          | EACH OCCURRENCE \$ 1000000   |
|          |   |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 300000   |
|          |   |               |                                  |                                   | MED EXP (Any one person) \$ 10000  |
|          |   |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1000000   |
|          |   |               |                                  |                                   | GENERAL AGGREGATE \$ 2000000   |
|          |   |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2000000  |
|          |   |               |                                  |                                   | GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS | 57SBANL6707   | 10/01/01                         | 10/01/02                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000   |
|          |   |               |                                  |                                   | BODILY INJURY (Per person) \$  |
|          |   |               |                                  |                                   | BODILY INJURY (Per accident) \$  |
|          |   |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$  |
|          | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$   |
|          |   |               |                                  |                                   | OTHER THAN EA ACC \$   |
|          |   |               |                                  |                                   | AUTO ONLY: AGG \$  |
|          | EXCESS LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$   |               |                                  |                                   | EACH OCCURRENCE \$   |
|          |   |               |                                  |                                   | AGGREGATE \$   |
|          |   |               |                                  |                                   | \$   |
|          |   |               |                                  |                                   | \$   |
|          |   |               |                                  |                                   | \$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |               |                                  |                                   | WC STATU-TORY LIMITS OTHER   |
|          |   |               |                                  |                                   | E.L. EACH ACCIDENT \$  |
|          |   |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$  |
|          |   |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$   |
|          | OTHER   |               |                                  |                                   |  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Certificate holder is named additional insured as their interest may appear.  
\*Except for 10 days non-payment. For inquiries call 1-800-457-2379.

|  |   |   |  |
|--|---|---|--|
| CERTIFICATE HOLDER                                     | Y | ADDITIONAL INSURED; INSURER LETTER: SANMA-3 | CANCELLATION   |
| San Mateo County<br>222 39th Ave<br>San Mateo CA 94403 |   |   | 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. |
|  |   |   |    |

COUNTY OF SAN MATEO

HEATH SERVICES  
Hospital and Clinics Division

MEMORANDUM

Date: November 28, 2001  
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864  
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267  
Subject: Contract Insurance Approval

CONTRACTOR: PENINSULA PATHOLOGISTS MEDICAL GROUP, INC.

DO THEY TRAVEL: For delivery of the block and slides to San Mateo County General Hospital' Pathology Department.

PERCENT OF TRAVEL TIME:

NUMBER O F EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor shall provide hisqtology services to patients of San Mateo County General Hospital 's Pathology Department.

| <u>COVERAGE:</u>         | Amount             | Approve                             | Waive                    | Modify                   |
|--------------------------|--------------------|-------------------------------------|--------------------------|--------------------------|
| Comprehensive Liability: | <u>\$1,000,000</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Motor Vehicle Liability: | <u>\$1,000,000</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Professional Liability:  | <u>\$1,000,000</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Worker's Compensation:   | <u>Statutory</u>   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

REMARKS/COMMENTS:

  
SIGNATURE

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: PENINSULA PATHOLOGISTS MEDICAL GROUP
Contact Person: HENRY J. SELLENTHIN
Address: 393 EAST GRAND AVENUE,
SSF, CA 94080
Phone Number: 650-616-2950 Fax Number: 650-737-8920

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes [X] 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 3 day of December, 2001 at San Mateo, California
(City) (State)

[Signature]
Signature
Director of Operations
Title

Henry J. Sellenthin
Name (Please Print)
94-2219459
Contractor Tax Identification Number