

AMENDMENT TO THE AGREEMENT WITH MILLS-PENINSULA HOSPITALS  
FOR TERTIARY CARE SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and MILLS-PENINSULA HOSPITALS (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on October 3, 2000, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“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 ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000,) for the contract term.”

2. Section 6, Non-Discrimination, of the Original Agreement is hereby amended to read as follows:

“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”.

3. Section 12, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

“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, 2000 through June 30, 2003. This Agreement may be terminated by Contractor, Chief Executive Officer of Hospital and Clinics or her designee at any time upon thirty (30) days' written notice to the other party.”

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.


NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of October 3, 2000, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

MILLS-PENINSULA HOSPITALS

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors

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

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

Date: 7/15/02 \_\_\_\_\_

ATTEST:

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

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

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: MILLS-PENINSULA HEALTH SERVICES
Contact Person: Debbie Goodin
Address: 1783 EL CAMINO REAL
BURLINGAME, CA 94010
Phone Number: (650)696-5630 Fax Number: (650)696-5698

II Employees

Does the Contractor have any employees? [X] Yes [ ] No

Does the Contractor provide benefits to spouses of employees? [X] Yes [ ] No

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 16 day of July, 2012 at Burlingame Ca (City) (State)

Deborah Goodin
Signature

VP

Title

DEBORAH GOODIN
Name (Please Print)

94-1156265

Contractor Tax Identification Number

**SUTTER INSURANCE SERVICES CORPORATION**

Grosvenor Center, Mauka Tower

737 Bishop Street #2100

Honolulu, HI 96813

For further information referencing this Certificate, contact:  
Sutter Health Risk Management Department (916) 286-6520

**CERTIFICATE OF COVERAGE**

CERTIFICATE NO. 02-1-210	ISSUE DATE: January 1, 2002
--------------------------	-----------------------------

**NAME OF INSURED**

Mills-Peninsula Health Services  
1783 El Camino Real  
Burlingame, CA 94010

**COVERAGE**  
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, not withstanding 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. Limits shown may have been reduced by paid claims.

**TYPE OF COVERAGE**

Healthcare Professional Liability & Commercial General Liability

SISCO (Claims made):	LIMIT:
Primary: SIS 2002-1	\$2,000,000/Claim
Excess: SIS 2002-2	\$8,000,000/Claim

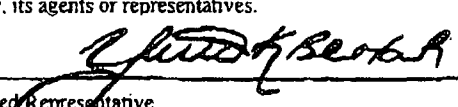
Retroactive Date: 1/1/98 (MPHS)

The excess policy is supported by reinsurance provided by Lloyds of London and General Reinsurance Corporation.

CERTIFICATE EFFECTIVE DATE: 1/1/02	CERTIFICATE EXPIRATION DATE: 1/1/03
------------------------------------	-------------------------------------

**REASON FOR INTEREST**

Evidence of coverage. This generic certificate provides evidence of insurance coverage for the Named Insured. This certificate does not support any agreements for indemnification or hold harmless on behalf of any party not specifically indicated as a Certificate holder. This certificate is not a contract, guarantee, or warranty on behalf of the Named Insured.

<p><b>CERTIFICATE HOLDER</b></p> <p>Mills-Peninsula Health Services 1783 El Camino Real Burlingame, CA 94010</p>	<p><b>CANCELLATION</b></p> <p>Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate 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.</p> <p></p> <p>Authorized Representative</p>
--	--