

AGREEMENT WITH  
CATHOLIC HEALTH CARE WEST – WEST BAY  
FOR TERTIARY AND SPECIALTY CARE SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CATHOLIC HEALTH CARE WEST – WEST BAY, 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 Department 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 Chief Executive Officer of Hospital and Clinics, or her designee, with respect to the product or result of Contractor's services, shall provide diagnostic and therapeutic services not available at San Mateo County General Hospital 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 and under all other agreements approved collectively by

single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) per year 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 Chief Executive Officer of Hospital and Clinics 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 Chief Executive Officer of Hospital and Clinics or her designee.

The maximum County obligation specified in paragraph A is based on projected utilization. If utilization exceeds projections and the County maximum obligation is expended prior to the termination or expiration of this Agreement, Contractor may discontinue services. County may, at its discretion, agree to an amendment whereby its maximum obligation is increased in consideration of Contractor's provision of services that are necessitated by changed projections or increased utilization.

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. All invoices must be submitted to: San Mateo County General Health Center, 222 West 39<sup>th</sup> Avenue, San Mateo, CA 94403, Attn.: Case Management Department. 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 after eligibility has been determined, whichever is later, or more than ninety (90) days after this Agreement terminates, whichever is earlier. Any tracers or appeals must be submitted to County within two hundred and seventy (270) days after the date Contractor renders the services. County shall not be obligated to respond to any tracers or appeals submitted by Contractor for services rendered to patients without an authorized referral form. County shall pay Contractor for services within forty-five (45) days after receipt of approved billing.

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.

County shall indemnify and hold harmless Contractor, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including County, or damages to

property of any kind whatsoever and to whomsoever belonging, including but not limited to the concurrent active or passive negligence of Contractor, its officers, agents, employees and servants, resulting from the performance of any work required of County, provided that this shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

In the event of concurrent negligence of Contractor, its officers and /or employees, and County, its officers, and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

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 Chief Executive Officer of Hospital and Clinics. 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, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$5,000,000
- 2) Motor Vehicle Liability Insurance ..... \$
- 3) Professional Liability ..... \$5,000,000

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).

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 cancelled, then either party to this Agreement, 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.

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 Chief Executive Officer of Hospital and Clinics or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Chief Executive Officer of Hospital and Clinics 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 Chief Executive Officer of Hospital and Clinics or her designee.

C. All assignees, subcontractors, or consultants approved by the Chief Executive Officer of Hospital and Clinics 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:  
  
Catholic Health Care West – West Bay  
Attn: Katrina Bennett  
185 Berry St., Ste. 5100  
San Francisco, CA 94107-1728

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. Sequoia Hospital

County acknowledges that Contractor is an institution operated in accordance with the Ethical and Religious Directives applicable to Catholic Health Facilities. Notwithstanding any provision of this Agreement to the contrary, Contractor shall not be required, nor shall any provision hereof be construed to require Contractor, to provide services or participate in activities that are inconsistent with the medical ethics or precepts of the Catholic Church, as promulgated by the United States Catholic Conference, Inc.

13. Term of the Agreement

A. This Agreement shall be in full force and effect for a period of two (2) years, effective January 1, 2002 and terminating on December 31, 2003.

B. Either party shall have the right to terminate this Agreement, with or without cause, upon providing thirty (30) days' prior written notice of such termination to the other party given in accordance with paragraph 11 of this Agreement.

C. In the event a patient is an admitted inpatient of Contractor as of the date of termination of this Agreement, County shall pay for health care services rendered by Contractor during the period said patient remains as an admitted inpatient after the effective termination date of the Agreement until patient discharge occurs and in accordance with those amounts specified in paragraph 2 of this Agreement.

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

COUNTY OF SAN MATEO

CATHOLIC HEALTH CARE WEST – WEST B

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, San Mateo County

By: Craig Benker

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

Date: 3/26/02

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 contract after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contract 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)

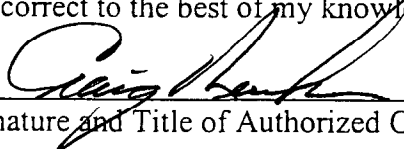
- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with DHHS regulation.

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

<u>Catholic Health Care West – West Bay</u>	<u>185 Berri St., Ste. 5100</u>
Name of Contractor(s) - Type or Print	Street Address or PO Box
<u>San Francisco</u>	<u>CA</u> <u>94107-1728</u>
City	State      Zip Code

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

3/26/02  
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

### Services

#### I. Diagnostic and Tertiary Care Services

- A. In consideration of the payments provided for in Schedule B, paragraph I, of this Agreement, Contractor shall provide the full range of its available diagnostic and therapeutic services on a 24 hour/7days a week basis to medically indigent patients referred in writing by County, subject to the provision of Schedule B, paragraph I.
- B. In the event that the patient must be hospitalized in Contractor's facility, Contractor's medical staff shall confer with San Mateo County Health Center medical staff to determine if or when a transfer to San Mateo County Health Center is medically appropriate. Medical records of the patient's stay at Contractor's facility shall accompany the patient.
- C. County shall supply appropriate medical information to Contractor concerning patients referred to Contractor.
- D. The services provided must be referred by a member of the San Mateo County General Hospital's medical staff and authorized by the Case Management Department or Hospital Administration or Laboratory Management. A valid written outside authorized referral form must accompany the patient. Laboratory services don't require a referral form since no patient is referred. Any patients who have not been referred and approved by the County for treatment will be the financial responsibility of Contractor or other third party payor. This includes any patient who arrives directly by ambulance, referred by private physicians, walk-in, and any patient who is awaiting an available bed at San Mateo General Hospital.
- E. County indigents who present at Contractor's facility without being referred in writing by San Mateo County Health Center are expressly excluded from the terms of this Agreement. If a County indigent presents at Contractor's facility, Contractor shall contact San Mateo County Health Center's Admitting Department for transfer and/or authorization.

## SCHEDULE B

### Payments

#### I. Diagnostic and Tertiary Care Services

The rates herein are effective for the entire term of the Agreement.

Medical/Surgical/ICU Per Diem	\$1,139
Open Heart Surgery Case Rate	\$6,778/case LOS 3 days \$1,139/day 4 +
Outpatient Surgery	119% of the Labor Adjusted San Mateo Medicare ASC Rates
Outpatient Services, including laboratory testing	100% of the San Mateo Medicare Participating Fee Schedule for "Part B" Services. Services not on the Fee Schedule are to be paid at 60% of billed charges NTE \$1500/day *
SNF Per Diem	\$514
Biologic and non-biologic implants	Billed at invoice cost
* Provider will bill using CPT coding convention for all HCFA – Part B services.	

- A. The preceding per diem rates apply to each approved, medically necessary day of service and includes payment for all services rendered during the admission including but not limited to: pre-admission services for provider within 48 hours of admission, room, board, nursing care, surgery and recovery suites, equipment, supplies, laboratory, radiology, pharmaceuticals and other services incidental to the admission.
- B. The preceding outpatient surgery rates apply to all services rendered during the surgery including but not limited to: pre-operative outpatient services within 48 hours of the surgery, nursing care, surgery and recovery suites, equipment, supplies, laboratory, radiology, pharmaceuticals and other services incidental to the surgery.
- C. The preceding rates exclude professional services that are not billed under the Contractor's TIN.
- D. The preceding rates apply to all authorized services available from Contractor. Hospital services are described in the hospital services inventory attached as Exhibit I.

- E. Pre-admission services provided within 72 hours of admission will be included in the first per diem.
- F. Contractor shall be reimbursed per current HCFA billing guidelines.
- G. Contractor shall provide a combined billing which details all services performed and the charges therefore, including hospital-based physician's fees. All billings will be subject to a utilization review process prior to payment. A copy of an authorized outside referral form must accompany all billings.
- H. Contractor shall bill all other payors including, but not limited to, Medi-Cal outpatients, Medicare outpatients, private insurance patients and "full pay" patients. County shall bear no financial responsibility for such patients.
- I. Per Medi-Cal guidelines, as the Provider of Service, Contractor must complete and submit a Treatment Authorization Request (TAR) Form 50-1 to the appropriate Medi-Cal field office. County will provide information on the Outside Referral Form which will enable Contractor to complete these TARs.
- J. In the event that a patient referral to Contractor by County under this Agreement is subsequently determined to be eligible for third-party payment, Contractor shall claim against third-party payor and County shall bear no financial responsibility for such patient.
- K. In the event of the referral of a Medi-Cal pending patient, the County shall have six (6) months to provide proof of eligibility. After this time, the Contractor will be reimbursed at the agreed upon rate. If patient is subsequently found eligible for Medi-Cal after payment has been made, San Mateo County Health Center will provide proof of retroactive eligibility to Contractor. Any payment made to Contractor must be reimbursed to San Mateo County Health Center within thirty (30) days of such notification.

## SCHEDULE C

Contract between County of San Mateo and Catholic Health Care West – West Bay, 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 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.



COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: CHW. Sequoia Hospital  
Contact Person: BARB SPINDIE - Benefits Director  
Address: 185 Berry Street Ste 5100  
San Francisco CA 94107  
Phone Number: 415 882 1400 Fax Number: 415 536 2712

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 14 day of MAY, 2002 at SAN FRANCISCO, CA  
(City) (State)

Kat Bennett  
Signature

KATRINA BENNETT  
Name (Please Print)

Executive Director Managerial Care  
Title

94-3246947  
Contractor Tax Identification Number

COUNTY OF SAN MATEO

HEATH SERVICES  
Hospital and Clinics Division

MEMORANDUM

Date: January 15, 2002  
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

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CONTRACTOR: Catholic Health Care West - West Bay

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor shall provide diagnostic and therapeutic services not available at San Mateo County General Hospital.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	<u>\$5m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability:	<u>\$</u>	<u>_____</u>	<u>✓</u>	<u>_____</u>
Professional Liability:	<u>\$5m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Worker's Compensation:	<u>Statutory</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS:

  
SIGNATURE

**MARSH USA INC. CERTIFICATE OF INSURANCE** CERTIFICATE  
SEA-000631262

**PRODUCER**  
MARSH RISK & INSURANCE SERVICES, INC.  
3 EMBARCADERO CENTER  
P.O. BOX 193830  
SAN FRANCISCO, CA 94119-3380  
CALIFORNIA LICENSE NO. 047153

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

90135-STAND-ALL-2001

**INSURED**  
CHW BAY AREA  
SEQUOIA HOSPITAL  
C/O CHW RISK SERVICES  
500 12TH ST., STE 320  
OAKLAND, CA 94607

COMPANIES AFFORDING COVERAGE	
COMPANY	A STEADFAST INSURANCE CO.
COMPANY	B N/A
COMPANY	C
COMPANY	D

**COVERAGES:** This certificate supersedes and replaces any previously issued certificate for the policy period indicated. THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	IPR 3460378-00	12/01/01	12/01/02	GENERAL AGGREGATE \$ 3,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	THE GL & HPL COVERAGE PARTS SHARE THE AGGREGATE LIMIT			PRODUCTS - COM/OP AGG \$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 3,000.
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 3,000.
					FIRE DAMAGE (Any one fire) \$ 100.
					MED EXP (Any one person) \$ 5.
					COMBINED SINGLE LIMIT \$
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	AUTOMOBILE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY \$
	ALL OWNED AUTOS				EACH ACCIDENT \$
	SCHEDULED AUTOS				AGGREGATE \$
	HIRED AUTOS				EACH OCCURRENCE \$
	NON-OWNED AUTOS				AGGREGATE \$
	GARAGE LIABILITY				AGGREGATE \$
	ANY AUTO				EACH OCCURRENCE \$
	EXCESS LIABILITY				AGGREGATE \$
	UMBRELLA FORM				\$
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STAT/TORY LIMITS OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
A	OTHER PROFESSIONAL LIABILITY	IPR 3460378-00	12/01/01	12/01/02	AGGREGATE 3,000. 3,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)  
THIS CERTIFICATE PROVIDES EVIDENCE OF COVERAGE ON BEHALF OF THE NAMED INSURED AS RESPECTS TO THE PROVIDER AGREEMENT

**CERTIFICATE HOLDER**

COUNTY OF SAN MATEO  
SAN MATEO COUNTY GENERAL HOSPITAL  
222 W. 39TH AVE.  
SAN MATEO, CA 94403

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION LIABILITY OF ANY KIND UPON THE INSURED AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.  
By: Elizabeth McIntyre *Elizabeth McIntyre*

PRODUCER  
 MARSH RISK & INSURANCE SERVICES, INC.  
 3 EMBARCADERO CENTER  
 P.O. BOX 193880  
 SAN FRANCISCO, CA 94119-3880  
 CALIFORNIA LICENSE NO. 047153

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

30135 -CHW-93/00 XSWC  
 INSURED  
 CHW BAY AREA  
 SEQUOIA HOSPITAL  
 C/O CHW RISK SERVICES  
 500 12TH ST., STE 320  
 OAKLAND, CA 94607

**COMPANIES AFFORDING COVERAGE**

COMPANY <b>A</b>	CONTINENTAL CASUALTY CO
COMPANY <b>B</b>	N/A
COMPANY <b>C</b>	
COMPANY <b>D</b>	

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input 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				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETARY PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	OTHER XS WORKERS COMPENSATION & EMPLOYERS LIABILITY	W-123585992	07/01/01	07/01/02	WC LIMIT-STATUTORY EL LIMIT- PER ACCIDENT 1,000,000 EXCESS SIR PER ACCIDENT \$250,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)  
 THIS CERTIFICATE PROVIDES EVIDENCE OF COVERAGE ON BEHALF OF THE NAMED INSURED AS RESPECTS TO THE PROVIDER AGREEMENT.

**CERTIFICATE HOLDER**  
 COUNTY OF SAN MATEO  
 SAN MATEO COUNTY GENERAL HOSPITAL  
 222 W. 39TH AVE.  
 SAN MATEO, CA 94403

**CANCELLATION**  
 SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.  
 BY: Elizabeth McIntyre *Elizabeth McIntyre*


<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		03/20/02
PRODUCER <b>345-949-7988</b> <b>MARSH MANAGEMENT SERVICES CAYMAN LTD.</b> P.O. BOX 1051 GT 3 <sup>RD</sup> FLOOR, BARCLAYS HOUSE GEORGE TOWN, GRAND CAYMAN CAYMAN ISLANDS, B.W.I.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW.	
<b>COMPANIES AFFORDING COVERAGE</b>		
INSURED	COMPANY A	CHW INSURANCE COMPANY, LTD.
CHW BAY AREA SEQUOIA HOSPITAL C/O CHW RISK SERVICES 500 12 <sup>TH</sup> STREET, SUITE 320 OAKLAND, CA 94607	COMPANY B	
	COMPANY C	
	COMPANY D	

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE -06(MM/DD/YY)	POLICY EXPIRATION DATE -06(MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	CHW02-2001	12/01/01	12/01/02	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
A	OTHER EXCESS PROFESSIONAL LIABILITY	CHW02-2001	12/01/01	12/01/02	\$2,000,000 AGGREGATE \$2,000,000 EA OCCURRENCE

DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THIS CERTIFICATE PROVIDES EVIDENCE OF COVERAGE ON BEHALF OF THE NAMED INSURED AS RESPECTS TO THE PROVIDER AGREEMENT.

<b>CERTIFICATE HOLDER</b>  COUNTY OF SAN MATEO SAN MATEO COUNTY GENERAL HOSPITAL 222 W. 39 <sup>TH</sup> AVENUE SAN MATEO, CA 94403	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED 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. AUTHORIZED REPRESENTATIVE 
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AGREEMENT WITH  
SETON MEDICAL CENTER  
FOR TERTIARY AND SPECIALTY CARE SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SETON MEDICAL CENTER, 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 Department 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 Chief Executive Officer of Hospital and Clinics, or her designee, with respect to the product or result of Contractor's services, shall provide diagnostic and therapeutic services not available at San Mateo County General Hospital 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 and under all other agreements approved collectively by

single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) per year 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 Chief Executive Officer of Hospital and Clinics 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 Chief Executive Officer of Hospital and Clinics or her designee.

The maximum County obligation specified in paragraph A is based on projected utilization. If utilization exceeds projections and the County maximum obligation is expended prior to the termination or expiration of this Agreement, Contractor may discontinue services. County may, at its discretion, agree to an amendment whereby its maximum obligation is increased in consideration of Contractor's provision of services that are necessitated by changed projections or increased utilization.

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. All invoices must be submitted to: San Mateo County General Health Center, 222 West 39<sup>th</sup> Avenue, San Mateo, CA 94403, Attn.: Case Management Department. 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 after eligibility has been determined, whichever is later, or more than ninety (90) days after this Agreement terminates, whichever is earlier. Any tracers or appeals must be submitted to County within two hundred and seventy (270) days after the date Contractor renders the services. County shall not be obligated to respond to any tracers or appeals submitted by Contractor for services rendered to patients without an authorized referral form. County shall pay Contractor for services within forty-five (45) days after receipt of approved billing.

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.

County shall indemnify and hold harmless Contractor, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including County, or damages to



property of any kind whatsoever and to whomsoever belonging, including but not limited to the concurrent active or passive negligence of Contractor, its officers, agents, employees and servants, resulting from the performance of any work required of County, provided that this shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

In the event of concurrent negligence of Contractor, its officers and /or employees, and County, its officers, and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

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 Chief Executive Officer of Hospital and Clinics. Contractor shall furnish the Department of Hospital and Clinics 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 Hospital and Clinics 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, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$5,000,000
- 2) Motor Vehicle Liability Insurance ..... \$
- 3) Professional Liability ..... \$5,000,000

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).

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 cancelled, then either party to this Agreement, 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.

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 Chief Executive Officer of Hospital and Clinics or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Chief Executive Officer of Hospital and Clinics 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 Chief Executive Officer of Hospital and Clinics or her designee.

C. All assignees, subcontractors, or consultants approved by the Chief Executive Officer of Hospital and Clinics 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:  
Attn: Joanne Allen, Managed Care Administrator  
Daughters of Charity Health System  
c/o O'Connor Hospital  
2105 Forest Avenue  
San Jose, CA 95128

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. Seton Medical Center

County acknowledges that Contractor is an institution operated in accordance with the Ethical and Religious Directives applicable to Catholic Health Facilities. Notwithstanding any provision of this Agreement to the contrary, Contractor shall not be required, nor shall any provision hereof be construed to require Contractor, to provide services or participate in activities that are inconsistent with the medical ethics or precepts of the Catholic Church, as promulgated by the United States Catholic Conference, Inc.

13. Term of the Agreement

A. This Agreement shall be in full force and effect for a period of one (1) year, effective January 1, 2002 and terminating on December 31, 2002.

B. Either party shall have the right to terminate this Agreement, with or without cause, upon providing thirty (30) days' prior written notice of such termination to the other party given in accordance with paragraph 11 of this Agreement.

C. In the event a patient is an admitted inpatient of Contractor as of the date of termination of this Agreement, County shall pay for health care services rendered by Contractor during the period said patient remains as an admitted inpatient after the effective termination date of the Agreement until patient discharge occurs and in accordance with those amounts specified in paragraph 2 of this Agreement.

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

COUNTY OF SAN MATEO

SETON MEDICAL CENTER

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, San Mateo County

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

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

Date: 6-27-02 \_\_\_\_\_

ATTEST:

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

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



SCHEDULE A

**January 1, 2002 through January 31, 2002**

Services

I. Diagnostic and Tertiary Care Services

- A. In consideration of the payments provided for in Schedule B, paragraph I, of this Agreement, Contractor shall provide the full range of its available diagnostic and therapeutic services on a 24 hour/7days a week basis to medically indigent patients referred in writing by County, subject to the provision of Schedule B, paragraph I.
- B. In the event that the patient must be hospitalized in Contractor's facility, Contractor's medical staff shall confer with San Mateo County General Hospital medical staff to determine if or when a transfer to San Mateo County General Hospital is medically appropriate. Medical records of the patient's stay at Contractor's facility shall accompany the patient.
- C. County shall supply appropriate medical information to Contractor concerning patients referred to Contractor.
- D. The services provided must be referred by a member of San Mateo County General Hospital's medical staff and authorized by the Case Management Department or Hospital Administration. A valid outside authorized referral form must accompany the patient.
- E. County indigents who present at Contractor's facility without being referred in writing by San Mateo County General Hospital are expressly excluded from the terms of this Agreement. If a County indigent presents at Contractor's facility, Contractor shall contact San Mateo County General Hospital's Admitting Department for transfer and/or authorization.

SCHEDULE B

**January 1, 2002 through January 31, 2002**

Payments

I. Diagnostic and Tertiary Care Services

Medical/Surgical/ICU Per Diem	\$1,089.00
Open Heart Surgery Case rate	\$6,480/case LOS 3 days \$1,089/day 4+
Outpatient Surgery	119% of the Labor Adjusted San Mateo Medicare ASC Rates
Outpatient Services	100% of San Mateo Medicare Participating Fee Schedule for "Part B" Services. Services not on the Fee Schedule are to be paid at 60% of billed charges NTE \$1,500 per day. *
SNF	\$491 per diem
Biologic and non-biologic implants	Billed and paid at invoice cost
* Provider will bill using CPT coding convention for all (HCFA defined) part B services.	

- A. The preceding per diem rates apply to each approved, medically necessary day of service and includes payment for all services rendered during the admission including but not limited to: pre-admission services for provider within 48 hours of admission, room, board, nursing care, surgery and recovery suites, equipment, supplies, laboratory, radiology, pharmaceuticals and other services incidental to the admission.
- B. The preceding outpatient surgery rates apply to all services rendered during the surgery including but not limited to: pre-operative outpatient services within 48 hours of the surgery, nursing care, surgery and recovery suites, equipment, supplies, laboratory, radiology, pharmaceuticals and other services incidental to the surgery.
- C. The preceding rates exclude professional services that are not billed under the Contractor's TIN.

- D. The preceding rates apply to all authorized services available from Contractor. Hospital services are described in the hospital services inventory attached as Exhibit I.
- E. Pre-admission services provided within 72 hours of admission will be included in the first per diem.
- F. Contractor shall be reimbursed per current HCFA billing guidelines.
- G. Contractor shall provide a combined billing which details all services performed and the charges therefor, including hospital-based physician's fees. All billings will be subject to a utilization review process prior to payment. A copy of an authorized outside referral form must accompany all billings.
- H. Contractor shall bill all other payors including, but not limited to, Medi-Cal outpatients, Medicare outpatients, private insurance patients and "full pay" patients. County shall bear no financial responsibility for such patients.
- I. Per Medi-Cal guidelines, as the Provider of Service, Contractor must complete and submit a Treatment Authorization Request (TAR) Form 50-1 to the appropriate Medi-Cal field office. County will provide information on the Outside Referral Form which will enable Contractor to complete these TARs.
- J. In the event that a patient referral to Contractor by County under this Agreement is subsequently determined to be eligible for third-party payment, Contractor shall claim against third-party payor and County shall bear no financial responsibility for such patient.
- K. In the event of the referral of a Medi-Cal pending patient, the County shall have six (6) months to provide proof of eligibility. After this time, the Contractor will be reimbursed at the agreed upon rate. If patient is subsequently found eligible for Medi-Cal after payment has been made, San Mateo County General Hospital will provide proof of retroactive eligibility to Contractor. Any payment made to Contractor must be reimbursed to San Mateo County General Hospital within thirty (30) days of such notification.

SCHEDULE A

February 1, 2002 through December 31, 2002

Services

I. Diagnostic and Tertiary Care Services

- A. In consideration of the payments provided for in Schedule B, paragraph I, of this Agreement, Contractor shall provide the full range of its available diagnostic and therapeutic services on a 24 hour/7days a week basis to medically indigent patients referred in writing by County, subject to the provision of Schedule B, paragraph I.
  - B. In the event that the patient must be hospitalized in Contractor's facility, Contractor's medical staff shall confer with San Mateo County Health Center medical staff to determine if or when a transfer to San Mateo County Health Center is medically appropriate. Medical records of the patient's stay at Contractor's facility shall accompany the patient.
  - C. County shall supply appropriate medical information to Contractor concerning patients referred to Contractor.
  - D. The services provided must be referred by a member of the San Mateo County General Hospital's medical staff and authorized by the Case Management Department or Hospital Administration. A valid written outside authorized referral form must accompany the patient. Any patients who have not been referred and approved by the County for treatment will be the financial responsibility of Contractor or other third party payor. This includes any patient who arrives directly by ambulance, referred by private physicians, walk-in, and any patient who is awaiting an available bed at San Mateo General Hospital.
  - E. County indigents who present at Contractor's facility without being referred in writing by San Mateo County Health Center are expressly excluded from the terms of this Agreement. If a County indigent presents at Contractor's facility, Contractor shall contact San Mateo County Health Center's Admitting Department for transfer and/or authorization.
-

SCHEDULE B

**February 1, 2002 through December 31, 2002**

Payments

I. Diagnostic and Tertiary Care Services

The rates herein are effective for the entire term of the Agreement.

Medical/Surgical/ICU Per Diem	\$1,190
Open Heart Surgery Case Rate	\$7,083/case up to 3 days \$1,190/day additional days
Outpatient Surgery	126% of the Labor Adjusted San Mateo Medicare ASC Rates
Outpatient Services	105% of the San Mateo Medicare Participating Fee Schedule for "Part B" Services. Services not on the Fee Schedule are to be paid at 60% of billed charges NTE \$1640/day *
SNF Per Diem	\$537
Biologic and non-biologic implants	Billed at invoice cost
*Provider will bill using CPT coding convention for all HCFA – Part B services.  In no case will reimbursement be less than 25% of billed charges.	

- A. The preceding per diem rates apply to each approved, medically necessary day of service and includes payment for all services rendered during the admission including but not limited to: pre-admission services for provider within 48 hours of admission, room, board, nursing care, surgery and recovery suites, equipment, supplies, laboratory, radiology, pharmaceuticals and other services incidental to the admission.
- B. The preceding outpatient surgery rates apply to all services rendered during the surgery including but not limited to: pre-operative outpatient services within 48 hours of the surgery, nursing care, surgery and recovery suites, equipment, supplies, laboratory, radiology, pharmaceuticals and other services incidental to the surgery.
- C. The preceding rates exclude professional services that are not billed under the Contractor's TIN.

- D. The preceding rates apply to all authorized services available from Contractor. Hospital services are described in the hospital services inventory attached as Exhibit I.
- E. Pre-admission services provided within 72 hours of admission will be included in the first per diem.
- F. Contractor shall be reimbursed per current HCFA billing guidelines.
- G. Contractor shall provide a combined billing which details all services performed and the charges therefore, including hospital-based physician's fees. All billings will be subject to a utilization review process prior to payment. A copy of an authorized outside referral form must accompany all billings.
- H. Contractor shall bill all other payors including, but not limited to, Medi-Cal outpatients, Medicare outpatients, private insurance patients and "full pay" patients. County shall bear no financial responsibility for such patients.
- I. Per Medi-Cal guidelines, as the Provider of Service, Contractor must complete and submit a Treatment Authorization Request (TAR) Form 50-1 to the appropriate Medi-Cal field office. County will provide information on the Outside Referral Form which will enable Contractor to complete these TARs.
- J. In the event that a patient referral to Contractor by County under this Agreement is subsequently determined to be eligible for third-party payment, Contractor shall claim against third-party payor and County shall bear no financial responsibility for such patient.
- K. In the event of the referral of a Medi-Cal pending patient, the County shall have six (6) months to provide proof of eligibility. After this time, the Contractor will be reimbursed at the agreed upon rate. If patient is subsequently found eligible for Medi-Cal after payment has been made, San Mateo County Health Center will provide proof of retroactive eligibility to Contractor. Any payment made to Contractor must be reimbursed to San Mateo County Health Center within thirty (30) days of such notification.

## SCHEDULE C

Contract between County of San Mateo and Seton Medical Center, hereinafter called "Contractor."

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

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.

Bernadette Smith

Name of 504 Person - Type or Print

Seton Medical Center

Name of Contractor(s) - Type or Print

1900 Sullivan Ave

Street Address or PO Box

Daly city, CA

City

CA

State

94015

Zip Code

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

6-27-02

Date

[Signature] EVP & CFO

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."



COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor:

Daughters of Charity Health System

Contact Person:

Robert Issai

Address:

26000 Altamont Rd.

Los Altos Hills, CA 94022-4317

Phone Number:

6509174501

Fax Number:

6509416309

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 23<sup>rd</sup> day of July, 2002 at Los Altos Hills, CA (City) (State)

Signature

Robert Issai

Name (Please Print)

Executive Vice President, CEO  
Title

91-2145484  
Contractor Tax Identification Number

COUNTY OF SAN MATEO

HEATH SERVICES  
Hospital and Clinics Division

MEMORANDUM

Date: June 14, 2002\  
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: Seton Medical Center

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor shall provide diagnostic and therapeutic services not available at San Mateo County General Hospital.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	<u>\$5m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability:	<u>\$</u>	<u>_____</u>	<u>✓</u>	<u>_____</u>
Professional Liability:	<u>\$5m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Worker's Compensation:	<u>Statutory</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS:

  
SIGNATURE

Advocate Resources SPC LTD, DCHS SP  
P.O. Box 69GT  
720 West Bay Road, 2nd Floor Buckingham Square  
George Town, Grand Cayman, Cayman Islands  
(345) 945-2888, Fax (345) 945-2889

RECEIVED  
APR 22 2002  
By \_\_\_\_\_

THIS IS TO CERTIFY TO

DATE OF CERTIFICATE ISSUANCE

NAME AND ADDRESS OF CERTIFICATE HOLDER:

4-5

ORIGINAL DATE OF ISSUANCE

4-5

TERE LARCINA  
222 W. 39TH AVE  
SAN MATEO, CA 94403

## CERTIFICATE OF INSURANCE

that the described insurance coverages as provided by the indicated policy and issued by the company has been issued to:

Named Daughters of Charity Health System  
Insured Seton Medical Center  
Address 1900 Sullivan  
Daly City, CA 94015

The Policy identified below by a policy number is in force on the date of Certificate issuance. Insurance is afforded only with respect to those coverages for which a specific limit liability has been entered and is subject to all the terms of the Policy having reference thereto. This Certificate of Insurance neither affirmatively nor negatively amends, extends alters the coverage afforded under any policy identified herein.

POLICY NUMBER	POLICY PERIOD
DOC 123101-01	EFF. 12/31/01 EXP. 12/31/02

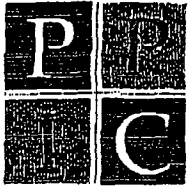
TYPE OF INSURANCE DESIGNATED BELOW	COVERAGES	LIMITS OF LIABILITY*	
		OCCURRENCE	SHARED AGGREGATE
Primary Claims-Made Professional Liability	Retroactive Date: 12-1-01	\$2,000,000 Each Claim	\$7,000,000 Annual Aggregate
Primary General Liability	Retroactive Date: N/A	\$2,000,000 Each Claim	\$7,000,000 Annual Aggregate

SPECIAL CONDITIONS/OTHER COVERAGES

\_\_\_\_\_

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

*Peter Jones*  
Authorized Representative



*The link between  
coverage and caring*

10707 Pacific Street, Suite 205  
Omaha, Nebraska 68114-4735  
800-441-7742 Fax 402-392-2673  
ppic@ppicins.com

## CERTIFICATE OF INSURANCE

Tere Larcina  
222 W. 39th Ave.  
San Mateo, CA 94403

This is to certify that the Preferred Professional Insurance Company has issued to the named insured the policy identified herein by policy number, policy term and limits of liability which affords **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**. This certificate of insurance does not amend, extend or otherwise alter the terms, conditions, or limits of the insurance afforded by the policy.

**NAME:** Daughters of Charity Health System

**ADDRESS:** 26000 Altamont Road

Los Altos Hills, CA 94022-431

**POLICY NUMBER:** XWC2121034-03

**POLICY LIMITS:** A. Workers Compensation - Statutory Limits

B. Employers Liability:

Each Accident: \$ 1,000,000

Disease - Policy Limit: \$ 1,000,000

Disease - Each employee: \$ 1,000,000

**POLICY TERM:** 01/01/2002 TO 01/01/2003 12:01 a.m., Standard time at the insured's  
mailing address

**Description of Operations/Locations/Special Interests:**

Seton Medical Center  
CHW Bay Area, Redwood City Ope  
1900 Sullivan Avenue  
Daly City, CA 94015

**Evidence of Coverage.**

If this policy is canceled before the expiration date shown, Preferred Professional Insurance Company will endeavor to mail 90 days advance written notice to the certificate holder named. Failure to mail such a notice will impose no obligation or liability of any kind upon Preferred Professional Insurance Company.

**ISSUE DATE:** 4/5/2002  
**WC-WCCERT (1/98)**  
ppic\reports\wccert.dnc

Mel Epstein  
Authorized Representative

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

03/20/02

PRODUCER 345-949-7988

MARSH MANAGEMENT SERVICES CAYMAN LTD.  
 P.O. BOX 1051 GT  
 3<sup>RD</sup> FLOOR, BARCLAYS HOUSE  
 GEORGE TOWN, GRAND CAYMAN  
 CAYMAN ISLANDS, B.W.I.

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

COMPANIES AFFORDING COVERAGE

COMPANY A	CHW INSURANCE COMPANY, LTD.
COMPANY B	
COMPANY C	
COMPANY D	

INSURED CHW BAY AREA  
 SEQUOIA HOSPITAL  
 C/O CHW RISK SERVICES  
 500 12<sup>TH</sup> STREET, SUITE 320  
 OAKLAND, CA 94607

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE -02/(MM/DD/YY)	POLICY EXPIRATION DATE -02/(MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input 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				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	CHW02-2001	12/01/01	12/01/02	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH ER EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
A	<b>OTHER EXCESS PROFESSIONAL LIABILITY</b>	CHW02-2001	12/01/01	12/01/02	\$2,000,000 AGGREGATE \$2,000,000 EA OCCURRENCE

DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THIS CERTIFICATE PROVIDES EVIDENCE OF COVERAGE ON BEHALF OF THE NAMED INSURED AS RESPECTS TO THE PROVIDER AGREEMENT.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO  
 SAN MATEO COUNTY GENERAL HOSPITAL  
 222 W. 39<sup>TH</sup> AVENUE  
 SAN MATEO, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED 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 OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# Request for Taxpayer Identification Number and Certification

Give form to  
requester. Do  
send to the

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has

**SEQUOIA HEALTH SERVICES**

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box  Individual/Sole proprietor  Corporation  Partnership  Other ▶

Address (number, street, and apt. or suite no.)

333 MAIN ST

Requester's name and address (optional)

City, state, and ZIP code

REDWOOD CITY, CA 94063

### Part I Taxpayer Identification Number (TIN)

List account number(s) here (optional)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number  
| | + | + | | |

OR

Employer identification number  
9 | 4 | + | 3 | 2 | 4 | 6 | 9 | 4 | 7

### Part II For Payees Exempt From Withholding (See Part II instructions on page 2)

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

### Part III Certification

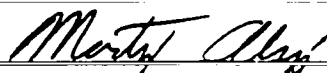
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has me that I am no longer subject to backup withholding.

**Certification instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your TIN. (Also see Part III instructions on page 2.)

Sign  
Here

Signature ▶



Date ▶

Section references are to the Internal Revenue Code.

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

You do not certify your TIN. See Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Form W-9 for the Requester of Form W-9.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "For" in the space for the TIN in Part I, and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not request your TIN within 60 days, backup withholding, if applicable, will begin to continue until you furnish your TIN.