

August 16, 2013

Dr. Susan P. Ehrlich, M.D. Chief Executive Officer San Mateo Medical Center 222 West 39th Avenue San Mateo, CA 94403

Dear Dr. Ehrlich:

RE: TFR13-02056

We are pleased to inform you that Tides Foundation, on the recommendation of the Center for Care Innovations Fund, in partnership with California HealthCare Foundation and The California Endowment, has decided to give your organization a \$100,000.00 grant. This grant is for your organization's Innovation Center for the Safety Net Program. We are enclosing a \$50,000.00 check representing the first installment. Remaining installments will be disbursed pending receipt and review of your interim report. By accepting payment, you agree to all the terms and conditions set forth in this letter. This grant has been recommended by the Center for Care Innovations staff and has been reviewed and approved by the Tides Foundation's Board of Directors.

The conditions of this grant are as follows;

Your organization agrees to submit to the Center for Care Innovations an interim report due on August 1, 2014, and a final report due on August 1, 2015. In addition to these reports, your organization agrees to conduct 2-4 innovation projects per year of the grant program, attend ongoing webinars and in-person meetings, document your projects and workflow to facilitate spread of successful projects, and work with CCI's program evaluator.

Any portion of this grant not used for the stated purpose must be repaid to Tides by your organization. Any change of purpose must be requested and approved in advance, in writing.

All expenditures made for the purposes of the grant shall appear in your organization's financial records, and such records will be made available to Tides Foundation and the Center for Care Innovations at reasonable times upon request.

Your organization agrees to notify Tides immediately, in writing, of any change in its tax-exempt status, its executive staff or key staff responsible for achieving the grant purposes, or any other change in its program that would affect its ability to achieve the grant purposes.

Your organization agrees that it shall not use any portion of this grant to make sub-grants or sub-contracts to individuals on a non-objective basis, or for any non-charitable or non-educational purpose. This grant does not represent the payment of a pledge or other financial obligation. No goods or services should be provided in return for this grant.

Your organization agrees not to use any portion of the granted funds to: carry on propaganda or to attempt to influence specific legislation either by direct or grassroots lobbying.

Your organization shall not use funds to participate in or intervene in (including the publishing or distribution of statements) any campaign on behalf of (or in opposition to) any candidate for public office; or fund any specific voter registration drive that is conducted in a manner that favors a particular candidate or slate of candidates. Your organization has not violated and will not violate any federal or state laws applicable to campaign finance or lobbying limitations or reporting rules, and will indemnify, defend and hold Tides Foundation harmless from

all costs or damages incurred by Tides arising out of your organization's activities, to the fullest extent permitted by law.

Your organization agrees that all copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights developed by your organization including its officers, directors, employees, contractors, sub-grantees and agents with grant funds shall be owned by your organization. Your organization shall place and widely disseminate the grant works in the public domain, free for any use.

You certify that your organization does not discriminate on any unlawful basis with regard to hiring or employment practices or in the administration or provision of programs and services. Your certify that your organization does not discriminate on the basis of sexual orientation or gender identity in hiring or employment practices.

Your organization agrees to comply with all applicable export laws and trade sanctions programs. Your organization agrees to comply with all applicable laws, including all anti-bribery or anti-corruption laws. Your organization and officers, directors, employees, or agents have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money, gift or anything of value to any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to your organization.

Your organization certifies that it is legally authorized to receive this grant under its own policies, as well as any other applicable laws and regulations. Your organization certifies that the person accepting payment has the authority and has obtained all necessary approvals to accept the grant award.

If you have occasion to announce or acknowledge this grant publicly, please indicate that support was provided by the Center for Care Innovations Fund of Tides Foundation, in partnership with California HealthCare Foundation and The California Endowment.

Our Senior Program Manager, Sarah Frankfurth, is available to answer any questions you may have regarding this transaction, and can be reached at 415-561-7817 or sarah@careinnovations.org. Please include your grant number on all correspondence. In the interest of conservation, we request that you do not add Tides or its affiliates to your general mailing list.

The Center for Care Innovations is a vital source of ideas, best practices and funding for California's health care safety net. By bringing people and resources together, we accelerate innovations for healthy people and healthy communities. Since our founding, CCI has acted as a catalyst for California's health care safety net to take risks, explore creative solutions and emerge as a model to emulate. We are proud to include your organization in that history.

Sincerely,

Jane Stafford Managing Director

Center for Care Innovations

August 16, 2013

TIDES CENTER

NATIONAL OFFICE

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NEW YORK OFFICE

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www.tidescenter.org

June 12, 2014

Ms. Susan Ehrlich CEO San Mateo Medical Center 222 West 39th Avenue San Mateo, CA 94403

Grant Reference #: TC1107-14-2228

Dear Ms. Ehrlich,

I am happy to inform you that Tides Center, on the recommendation of Center for Care Innovations, has decided to give your organization a \$10,000.00 grant. This grant is for your organization's Encore Fellows in Community Health Centers.

We are enclosing a \$10,000.00 check as complete payment. By accepting payment, you agree to all the terms and conditions set forth in this letter.

The conditions of this grant are as follows:

No programmatic reporting is required for this grant.

Any portion of this grant not used for the stated purpose must be repaid to Tides by your organization. Any change of purpose must be requested and approved in advance, in writing.

Your organization agrees not to use any portion of the granted funds to: carry on propaganda or to attempt to influence specific legislation either by direct or grassroots lobbying.

All expenditures made for the purposes of the grant shall appear in your organization's financial records, and such records will be made available to Tides at reasonable times upon request.

Your organization agrees to notify Tides immediately, in writing, of any change in its tax-exempt status, its executive staff or key staff responsible for achieving the grant purposes, or any other change in its program that would affect its ability to achieve the grant purposes.

Your organization agrees that it shall not use any portion of this grant to make subgrants or sub-contracts to individuals on a non-objective basis, or for any noncharitable or non-educational purpose. This grant does not represent the payment of a pledge or other financial obligation. No goods or services should be provided in return for this grant.

Your organization shall not use funds to participate in or intervene in (including the publishing or distribution of statements) any campaign on behalf of (or in opposition to) any candidate for public office; or fund any specific voter registration drive that is conducted in a manner that favors a particular candidate or slate of candidates. Your organization has not violated and will not violate any federal or state laws applicable to campaign finance or lobbying limitations or reporting rules, and will indemnify, defend and hold Tides harmless from all costs or damages incurred by Tides arising out of

your organization's activities.

Your organization agrees that all copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") developed by your organization with grant funds will be used in furthering the charitable purpose contemplated herein. Your organization will either retain ownership of the Intellectual Property Rights or ensure any Intellectual Property Rights owned by a third party(ies) are used toward accomplishing the charitable purpose contemplated herein.

You certify that your organization does not discriminate on any unlawful basis with regard to hiring or employment practices or in the administration or provision of programs and services. Your certify that your organization does not discriminate on the basis of sexual orientation or gender identity in hiring or employment practices.

Your organization agrees to comply with all applicable export laws and trade sanctions programs. Your organization agrees to comply with all applicable laws, including all anti-bribery or anti-corruption laws. Your organization and officers, directors, employees, or agents have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money, gift or anything of value to any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to your organization.

Your organization certifies that it is legally authorized to receive this grant under its own policies, as well as any other applicable laws and regulations. Your organization certifies that the person accepting payment has the authority and has obtained all necessary approvals to accept the grant award.

If you have further questions, please contact Kathy Bolts, Senior Advisor, at kbolts@tides.org.

Tides has supported organizations working for positive social change since 1976. We are proud to include your organization in that history, and we wish you the best of luck in your endeavors!

Sincerely,

Kriss Deiglmeier Chief Executive Officer >>> Susannah Brouwer <<u>Susannah@careinnovations.org</u>> 7/21/2014 11:14 AM >>> Hi Barbara,

I finally got the grant letter from Tides Center regarding the first installment of \$10,000 sent to SMMC for the Encore Fellows. I've attached it here. The second installment for \$28,000 will be disbursed in mid-September.

Please let me know if you have any additional questions.

Best,

Susannah

Susannah Brouwer, MPH / Program Coordinator Center for Care Innovations (CCI) (415) 561-6394

www.careinnovations.org / Twitter