

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "Memorandum") is between Sequoia Healthcare District (the "District") and the San Mateo Medical Center ("SMMC"), a department of the San Mateo County Health Department.

The District has agreed to provide grant funds to SMMC, which shall use the funds to implement the Community Care Transitions Program at SMMC. The parties agree as follows:

### **A. San Mateo Medical Center shall for the duration of this Memorandum of Understanding:**

1. Provide care to medically underserved patients (employed, unemployed, disabled, or otherwise) who live within the District.
2. Maintain all licenses and meet all regulatory requirements necessary to operate a medical health center.
3. Provide professional and general liability insurance adequately protecting the health center's staff, volunteers, and facilities, and naming the District as an additional insured with respect to all coverage.
4. Provide the District with certificates for each such insurance policy indicating that the District is named as an additional insured and providing that the policy shall not be canceled or the coverage materially altered without thirty (30) days' prior written notice to the District.
5. Indemnify, defend, and hold the District harmless from any claims asserted by third parties arising from the operation of SMMC.
6. Provide the District semi-annual reports summarizing the SMMC accomplishments of the Community Care Program.
7. Maintain referral services to other community agencies to address patients' non-medical needs.
8. Recognize that the District's ability to continue funding the health center and other worthwhile health care programs is dependent in part on the public's awareness and understanding of the District's role in supporting such efforts.
9. Continue efforts to develop additional revenue sources to supplement the District's funding, as feasible.
10. Invoice the District semi-annually for grant payment next due.

### **B. The District shall for the duration of this Memorandum of Understanding:**

1. Support SMMC Community Care Program for the thirty-six (36) month period beginning July 1, 2015 through June 30, 2018, as follows: year one, up to Three Hundred Twenty-Six Thousand Dollars (\$326,000); year two, up to Three Hundred Ninety-Four Thousand Five Hundred Dollars (\$394,500); year three, up to One Hundred Ninety-Seven Thousand Two Hundred Fifty Dollars (\$197,250 and provided, further, that the District shall not be required to make any such annual grant until the applicable annual report and annual operations budget, as described in paragraph 6 of part A above, have been provided to the District.
2. Pay each annual grant in semi-annual installments upon receipt of the invoice from SMMC for such installment and upon receipt of the report from SMMC for the period just preceding the period to which the invoiced installment applies.

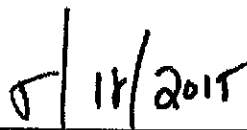
C. This Memorandum of Understanding shall be effective for the three-year period beginning July 1, 2015 through June 30, 2018, unless earlier terminated by the District for cause upon six months' prior written notice to San Mateo Medical Center specifying such cause with particularity. For purposes of this Memorandum of Understanding, "cause" shall consist only of failing to substantially meet the requirements of paragraphs 1, 2, 3, 4, or 5 of part A of this Memorandum of Understanding, provided, however, that if SMMC substantially cures such failure within the six-month notice period, the notice of termination shall be of no force or effect.

D. The District may terminate or reduce the amount of the grant if the District's property tax assessments are reduced, eliminated, declined by the Board of Directors, borrowed by the State of California, or are otherwise unavailable to the District, in whole or in part.

E. The District may terminate or reduce the amount of the grant if minimal performance goals are not met.



Lee Michelson, CEO  
Sequoia Healthcare District



Date

COUNTY OF SAN MATEO

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

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

ATTEST:

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

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "Memorandum") is between Sequoia Healthcare District (the "District") and the San Mateo Medical Center ("SMMC"), a department of the San Mateo County Health Department. SMMC operates the Fair Oaks Health Center (FOHC) located on Middlefield Road in the North Fair Oaks section of San Mateo County.

The District has agreed to provide grant funds to SMMC, which shall use the funds to support expansion of the Ron Robinson Senior Care Center (RRSCC) to the Fair Oaks Health Center. The parties agree as follows:

### **A. San Mateo Medical Center shall for the duration of this Memorandum of Understanding:**

1. Provide care to medically underserved patients (employed, unemployed, disabled, or otherwise) who live within the District.
2. Maintain all licenses and meet all regulatory requirements necessary to operate a medical health center.
3. Provide professional and general liability insurance adequately protecting the health center's staff, volunteers, and facilities, and naming the District as an additional insured with respect to all coverage.
4. Provide the District with certificates for each such insurance policy indicating that the District is named as an additional insured and providing that the policy shall not be canceled or the coverage materially altered without thirty (30) days' prior written notice to the District.
5. Indemnify, defend, and hold the District harmless from any claims asserted by third parties arising from the operation of SMMC.
6. Provide the District semi-annual reports summarizing the SMMC/RRSCC's accomplishments during such thirty-six month period.
7. Maintain referral services to other community agencies to address patients' non-medical needs.
8. Recognize that the District's ability to continue funding the health center and other worthwhile health care programs is dependent in part on the public's awareness and understanding of the District's role in supporting such efforts.
9. Continue efforts to develop additional revenue sources to supplement the District's funding, as feasible.
10. Invoice the District semi-annually for grant payment next due.

### **B. The District shall for the duration of this Memorandum of Understanding:**

1. Support the health center for the thirty-six (36) month period beginning July 1, 2015 through June 30, 2018, in the amount not to exceed One Hundred Forty-Three Thousand Dollars (\$143,000) annually and provided, further, that the District shall not be required to make any such annual grant until the applicable annual report and annual operations budget, as described in paragraph 6 of part A above, have been provided to the District.
2. Pay each annual grant in semi-annual installments upon receipt of the invoice from SMMC for such installment and upon receipt of the report from RRSCC for the period just preceding the period to which the invoiced installment applies.

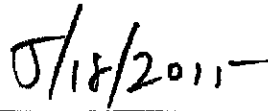
C. This Memorandum of Understanding shall be effective for the three -year period beginning July 1, 2015 through June 30, 2018, unless earlier terminated by the District for cause upon six months' prior written notice to San Mateo Medical Center specifying such cause with particularity. For purposes of this Memorandum of Understanding, "cause" shall consist only of failing to substantially meet the requirements of paragraphs 1, 2, 3, 4, or 5 of part A of this Memorandum of Understanding, provided, however, that if RFHC substantially cures such failure within the six-month notice period, the notice of termination shall be of no force or effect.

D. The District may terminate or reduce the amount of the grant if the District's property tax assessments are reduced, eliminated, declined by the Board of Directors, borrowed by the State of California, or are otherwise unavailable to the District, in whole or in part.

E. The District may terminate or reduce the amount of the grant if minimal performance goals are not met.



Lee Michelson, CEO  
Sequoia Healthcare District



Date

COUNTY OF SAN MATEO

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

President, Board of Supervisors, San Mateo County

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

ATTEST:

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