

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: JUN 15 2001  
HEARING DATE JUN 26 2001

TO: Honorable Board of Supervisors  
FROM: Timothy B. McMurdo, Director, Hospital and Clinics <sup>TM</sup>/<sub>MT</sub>  
SUBJECT: Agreement with Tender Loving Care Health Care Services, Inc.

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Tender Loving Care Health Care Services, Inc. for provision of home health care services for patients referred by San Mateo County Health Center.

Background

San Mateo County is responsible for providing necessary medical care to its medically indigent adult (MIA) patients. This care includes home health services for patients who have been discharged from the hospital and who require additional home health services. Home health services have been integral to decreasing the overall inpatient length of stay at San Mateo County General Hospital (SMCGH).

The previous agreements for home health care services were with UCSF Stanford Health Care and Tender Loving Care Health Care Services, Inc. The maximum for both agreements was \$437,000 later amended to \$454,500. The term of the agreements was April 1, 1998 through March 31, 2001.

All regional qualified providers of home health care services were contacted in January 2001 to determine their interest in submitting proposals for County- referred home care requests. Only two providers expressed interest in providing this service. The lowest cost proposal was submitted by Tender Loving Care. The other proposal was significantly higher in cost.

Discussion

Tender Loving Care has provided skilled home health services to medically indigent patients of San Mateo County since 1997. They have consistently provided timely, quality service and maintained JCAHO accreditation. Tender Loving Care Health Care Services, Inc. has proposed a rate increase of 15% to 45% dependent upon the type of service required, and the license of the professional staff required. This has been the only rate increase since 1997. In spite of these increases, Tender Loving Care remains the lowest cost provider. Home care agencies are confronted with the same challenges to attract and retain competent nurses and therapists that health care organizations face.

<b>Performance Measures</b>	<b>1999-2001</b>	<b>2001-2002</b>
availability and timely response within 24 hours of service request	100%	100% (as of 6/1/01)
maintenance of JCAHO Home Care accreditation	100%	100% (as of 1/1/01)

Term and Fiscal Impact

The term of the contract is April 1, 2001 through June 30, 2003. Delay in processing this agreement is due to the contractor's delay in reviewing and signing the agreement. The maximum amount of the agreement is \$150,000 or about \$66,666 per year. The previous agreement was a three-year agreement for about \$50,000 per year. The difference is due to an increase in utilization of the service and to an increase in the rate paid. Funds are included in Hospital and Clinics FY 2000-01 approved budget and FY2001-02 and FY 2002-03 recommended budget.

**RECOMMENDED**

  
**HEALTH SERVICES DEPARTMENT**

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

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
TENDER LOVING CARE HEALTH CARE SERVICES, INC.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that;

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby Tender Loving Care Health Care Services, Inc. shall provide home health care services to patients referred by San Mateo County General Hospital; and

WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board hereby authorizes the President of this Board of Supervisors to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

AGREEMENT WITH TENDER LOVING CARE HEALTH CARE SERVICES, INC.  
FOR HOME HEALTH CARE SERVICES FOR PATIENTS REFERRED BY  
SAN MATEO COUNTY HEALTH CENTER

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TENDER LOVING CARE HEALTH CARE SERVICES, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, San Mateo County Health Center; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide home health services to medically indigent patients referred by 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 shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

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

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

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$2,000,000
- 2) Motor Vehicle Liability Insurance ..... \$ -0-
- 3) Professional Liability ..... \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other 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.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

Attn: Linda Wallach  
San Mateo County  
San Mateo County General Hospital  
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: Bih Shen  
Tender Loving Care Health Care Services, Inc.  
1838 El Camino Real, Suite 109  
Burlingame, CA 94010

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from April 1, 2001 through June 30, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

TENDER LOVING CARE HEALTH  
CARE SERVICES, INC.

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

By: *[Signature]*

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

Date: 6/1/01

ATTEST:

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

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

## SCHEDULE C

Contract between County of San Mateo and Tender Loving Care Health Care Services, Inc., hereinafter called "Contractor."

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

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

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.

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

Tender Loving Care Health Care Services Inc.  
Name of Contractor(s) - Type or Print

1838 El Camino Real, Suite 109  
Street Address or PO Box

Burlingame  
City

CA 94010  
State Zip Code

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

5/15/01  
Date

[Signature]  
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. Home Health Care Referred by San Mateo County

In consideration of the payments specified in Schedule B, paragraph I, Contractor agrees to provide the following services for medically indigent patients referred by San Mateo County:

- A. Contractor shall supply staff to provide home health care services including skilled nursing, physical therapy, speech therapy, and occupational therapy for those patients in need of home health care and under doctors' orders.
- B. Contractor shall provide services within 24 hours of request or as agreed upon by attending physician. Initial and ongoing services must be authorized by a member of County's Case Management staff or Administration of San Mateo County General Hospital.
- C. Contractor shall bill all other payors directly including, but not limited to, Medi-Cal, Medicare, private insurance, or "full pay" patients. County shall bear no financial responsibility for such patients.
- D. County medically indigent patients who are not formally referred by San Mateo County General Hospital are expressly excluded from this Agreement.
- E. Contractor shall call County's Case Management for authorization of referrals for home health care. Contractor shall send to County Case Management a copy of the Treatment Plan and proposed number of treatments.
- F. Contractor agrees to provide a process for quality assurance monitoring including, but not limited to, treatment plan reviews, patient satisfaction surveys, utilization management data, and JCAHO certification review. This information will be submitted to County's Case Management Department upon request.

II. Ostomy Care Services Provided by Contractor at San Mateo County General Hospital

- A. In consideration of the payments described in Schedule B, paragraph II, Contractor shall provide Registered Nurses (RNs) specialized in Enterostomal Therapy (ET) for ostomy care.
- B. Contractor's RN ET shall be experienced in ostomy care.
- C. Services do not include the medical supplies needed for the patient. San Mateo County General Hospital shall be responsible for providing the medical supplies for the patient prior to the RN/ET certified nurse's visit.
- D. County shall provide Contractor with 24 hours' advance notice of request for services.

- E. Contractor's RN/ET certified nurse shall document her/his visit note in the patient's chart on a separate sheet and supply Contractor with a duplicate copy for Contractor's record keeping.
- F. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
  - 1. Current valid California Registered Nurse nursing license as necessary.
  - 2. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
- G. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.
- H. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- I. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file at SMCGRH. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications. Contractor shall provide proof of system's Y2K compliance.
- J. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- K. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.

- L. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- M. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice of intent to resign their affiliation with Contractor.



SCHEDULE B  
PAYMENTS

I. Home Health Care Referred by San Mateo County

For services as specified in Schedule A, paragraph I, County agrees to reimburse Contractor according to the following:

A. County shall pay Contractor only for those services, outlined in Schedule A, paragraph I, provided to medically indigent patients which have been requested and authorized by the Medical and Case Management staff of the Division of Hospital and Clinics as indicated by a valid outside referral form which shall accompany the patient.

B. Reimbursement for home health services provided by Contractor is as follows:

<b>Skilled Nursing Care*</b>	<b>\$ 85.00/visit (maximum of 1½ hours)</b>
<b>Occupational Therapist</b>	<b>\$100.00/visit (maximum of 1 hour)</b>
<b>Physical Therapist</b>	<b>\$100.00/visit (maximum of 1 hour)</b>
<b>Speech Therapist</b>	<b>\$100.00/visit (maximum of 1 hour)</b>

**Above rates are inclusive of dressings provided in conjunction with visit.**

**\* For the Initial Visit for Skilled Nursing Care, an additional \$30.00 will be paid.**

Increases will not be effective until and unless such new rates are agreed to in writing by the authorized representatives of both parties. In no event shall a new rate schedule cause County to exceed the contract maximum provisions.

C. In the event of the referral of a Medi-Cal pending patient, the County shall have one hundred eighty (180) days to provide proof of eligibility. After this time, if the patient has not been granted Medi-Cal, the Contractor shall be reimbursed at the above rates. In the event that a Medically Indigent patient referred to Contractor is subsequently found to be eligible for other third party payment, Contractor shall claim against third party payer and County shall bear no financial responsibility for such patients. In the event that County has already made a payment on behalf of this patient, reimbursement must be made by Contractor to County within thirty (30) days of notification.

- D. Contractor shall submit monthly statements detailing services provided. The monthly statements will be reviewed by the Manager of Case Management Services or his/her designee. County may request medical and/or eligibility support information in determining the appropriateness of the charges for services rendered. County may adjust payments if medical necessity and/or eligibility criteria are not met. A copy of the patient outside referral form must be submitted with the billing. Failure to submit copy of outside referral will result in bill/invoice being returned to Contractor. Claims submitted over one hundred eighty (180) days from date of service will not be honored for payment.
- E. The term of this agreement is April 1, 2001 through June 30, 2002. The maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the contract term.
- F. In the event that County or Contractor finds that the amount of money during the contract term is insufficient to meet the needs of services, additional funds shall be negotiated and mutually agreed by both parties.

II. Ostomy Care Provided by Contractor at San Mateo County General Hospital

In consideration of the ostomy care provided by Contractor at San Mateo County General Hospital described in Schedule A, paragraph II, Contractor shall be reimbursed as follows:

Registered Nurse (RN)/ Enterostomal Therapy (ET) Nurse (up to 1.5 hours = initial visit)	\$110/visit
Additional hours continuous from initial visit	\$50/hour

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
09/25/0

**PRODUCER**  
 The Treiber Group, LLC  
 377 Oak Street  
 CS 601  
 Garden City, NY 11530-0601

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

### INSURERS AFFORDING COVERAGE

**INSURED**  
 Tender Loving Care Health Care Services, Inc.  
 1983 Marcus Avenue  
 Lake Success, NY 11042

INSURER A: Legion Insurance Company  
 INSURER B: Continental Casualty Co.  
 INSURER C: Travelers Casualty & Surety Co.  
 INSURER D:  
 INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PL50098721	10/01/00	10/01/01	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS -COMP/OP AGG \$3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AL2047836935	10/01/00	10/01/01	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	UM20098721	10/01/00	10/01/01	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC2047836899	10/01/00	10/01/01	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE -POLICY LIMIT \$1,000,000
C	<b>OTHER Fidelity</b> A Prof'l Liab.	B2941676 PL50098721	10/01/00 10/01/00	10/01/01 10/01/01	\$2,500,000 \$1,000,000 Occ. \$3,000,000 Agg.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Covering Branch #1173

### CERTIFICATE HOLDER

San Mateo County General Hospital  
 222 W. 39th Street  
 San Mateo, CA 94403

### ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*H. Treiber*

ATTACHMENT 2

Home Healthcare Services

1.	<b>General Description of RFP</b>	Skilled Home Healthcare Sservices
2.	<b>List key evaluation criteria</b>	<ul style="list-style-type: none"> <li>1. JCAHO accreditation</li> <li>2. Accepts HPSM</li> </ul>
3.	<b>Where advertised</b>	Direct contact with all regional homecare providers.
4.	<b>In addition to any advertisement, list others to whom RFP was sent</b>	N/A
5.	<b>Total number sent to prospective proposers</b>	17
6.	<b>Number of proposals received</b>	2
7.	<b>Who evaluated the proposals</b>	Linda Wallach, Case Management Director
8.	<b>In alphabetical order, names of proposers (or finalists, if applicable) and location</b>	<p>MidPeninsula Home Care Services                  201 San Antonio Circle, Suite 135                  Mountain View, CA 94040</p> <p>Tender Loving Care Health Care Services, Inc.                  1838 El Camino Real, Suite 109                  Burlingame, CA 94010</p>