

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: JUL 10 2001  
HEARING DATE JUL 24 2001



TO: Honorable Board of Supervisors

FROM: Timothy B. McMurdo, Director, Hospital and Clinics Division

SUBJECT: Agreement with Gambro Healthcare

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Gambro Healthcare to provide acute dialysis for patients at San Mateo County General Hospital

Background

San Mateo County is responsible for providing medical care to its medically indigent adult (MIA) population. This care includes acute inpatient dialysis treatment at San Mateo County General Hospital (SMCGH). Because of necessary equipment and specialized staffing, it is more economical to contract out for this service.

Discussion

In May 2001, the Hospital and Clinics Division issued a Request for Proposals for the provision of acute inpatient dialysis treatment. A Request for Proposals was mailed to four providers of renal care: Mills-Peninsula, Fresenius, Satellite Dialysis Center, Inc. and Gambro Healthcare. Gambro Healthcare was the only vendor who submitted a proposal.

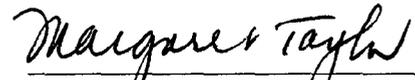
Gambro Healthcare has been providing SMCGH with high quality renal care since 1999. They maintain compliance with regulatory standards. Gambro Healthcare provides acute dialysis on an all-inclusive basis (equipment, supplies, appropriate personnel and inservice training) upon written order by a member of SMCGH's medical staff. Gambro Healthcare has adequate capacity for staffing; information systems in place; evidence of program competency, creativity and initiative; low cost and other key factors required for quality renal care services.

This agreement has been reviewed and approved by Risk Management and County Counsel.

Term and Fiscal Impact

The term of this agreement July 1, 2001 through June 30, 2003. The agreement maximum is \$250,000. Gambro has maintained their rates from the previous contract. Funds to pay for these services have been included in the Hospital and Clinics' FY2001-02 approved budget and will be requested in the FY2002-03 budget.

**RECOMMENDED**



HEALTH SERVICES DEPARTMENT

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

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
WITH GAMBRO HEALTHCARE

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 Gambro Healthcare shall provide acute inpatient dialysis services to medically indigent adults at 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 GAMBRO HEALTHCARE  
FOR ACUTE DIALYSIS SUPPORT SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and GAMBRO HEALTHCARE, 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, 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 Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide acute dialysis for patients 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 shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) 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. Mutual 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.

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

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.

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 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. Authority to assign shall not be unreasonably withheld.

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:

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:

Gambro Healthcare  
1498 Southgate Avenue  
Daly City, CA 94015  
Attn: DiAnne Allen, RN

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 July 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

GAMBRO HEALTHCARE RENAL CARE, INC.,  
A Nevada Corporation

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

By: [Signature]  
Title Regional Vice President

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

Date: June 28, 2001

ATTEST:

Approved as to Form for Gambro

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

By: [Signature]  
Carmen McCormick

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

Title Western Division Counsel  
Date 7/2/01

## SCHEDULE C

Contract between County of San Mateo and Gambro Healthcare, 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.

Lydia Navarro

Name of 504 Person - Type or Print

<u>Gambro Healthcare</u>	<u>1498 Southgate Avenue</u>	
Name of Contractor(s) - Type or Print	Street Address or PO Box	
<u>Daly City</u>	<u>CA</u>	<u>94015</u>
City	State	Zip Code

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

6/28/2001  
Date

R. J. Jumper, Regional Vice President  
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

### A. Support Services

1. **Staffing Coordination.** Contractor, utilizing an Acute Service Coordinator, will provide staff scheduling for acute treatments upon direct request from the patient's physician (within the limitations and/or requirements of San Mateo County General Hospital's nursing staff).
2. **Staff Qualifications.** All of Contractor's acute staff servicing San Mateo County General Hospital will be Registered Nurses with a minimum of one (1) year of acute inpatient dialysis experience.
3. **Acute Nursing Care.** In collaboration with the assigned primary nurse at San Mateo County General Hospital, Contractor's acute dialysis nursing service shall:
  - a. Set-up and take down of the dialysis equipment.
  - b. Patient care:
    - 1) Initiate dialysis.
    - 2) Monitor vital signs.
    - 3) Carry out and follow nephrologist's dialysis orders.
    - 4) Draw and label lab work related to the provision of dialysis.
    - 5) Administer antibiotics or other medication via dialysis lines when necessary.
    - 6) Report post-dialysis status to floor nurse and nephrologist.
      - a) Weight loss.
      - b) Volume replacement used.
      - c) Pre and post vital signs.
      - d) Unusual occurrences.

Forms for dialysis shall be supplied by Contractor. County shall provide all other forms.

4. Hours of Operation.

- a. Standard operating hours: 7 a.m. to 7 p.m., Monday through Saturday.
- b. Contractor will respond to requests to provide treatments on an on-call basis after standard operating hours as well as on Sundays and Holidays. Contractor shall respond to STAT or emergency calls within four (4) hours of receiving the request.

5. Holidays.

Holidays are defined as follows:

New Year's Day	Thanksgiving
Washington's Birthday	Christmas Eve
Memorial Day	Christmas Day
July 4th	New Year's Eve
Labor Day	

6. Dialysis Equipment and Water Treatment.

- a. Contractor will provide and maintain (parts and labor) two (2) delivery systems with the bicarbonate and sodium control. Both routine and emergency maintenance will be provided to meet or exceed industry and manufacturer's standards.
- b. Compliance.
  - 1) Contractor represents that all equipment manufactured by Gambro Renal Care Projects which is utilized in providing Covered Services hereunder is compliant, as that term is defined by the U.S. FDA. Contractor must maintain an appropriate management plan, including a contingency plan to assure the continued operation of all equipment and systems to be provided by Contractor in accordance with this agreement and which are necessary for Contractor to provide Covered Services.

- 2) County represents that it has an appropriate management plan, including a contingency plan, to assure that it will be able to provide water, electricity and other consumables, as well as laboratory and other services to be provided by County in accordance with this Agreement and which are necessary for Contractor to continue to provide Covered Services.
  - c. County shall provide locked area for Contractor staff to store equipment to meet state requirements. County shall provide safe and adequate space for Contractor to perform dialysis services.
  - d. Contractor will also supply and maintain water treatment systems as required by the above delivery systems. The systems will provide treated water consistent with A.A.M.I. standards and State chloramine standards. Contractor will test the equipment and product water monthly for bacterial contamination and annually for water quality.
7. Acute Dialysis Medical Supplies. Contractor will provide all necessary dialysis-specific supplies required for each treatment. Dialysis-specific refers to the following: dialyzers/hemofilters, blood tubing, transducer protectors, dialysate, dialysate additives, access needles, plastic hemostats, QA test materials; internal equipment cleaners and disinfectants for Contractor-owned equipment only. County shall provide all non-dialysis-specific equipment and supplies.
8. Additional Services.
  - a. Quality Assurance. Contractor will be responsible to monitor the quality of nursing, technical and equipment support services provided to San Mateo County General Hospital. The results of quarterly quality assurance audits will be made available to San Mateo County General Hospital Nursing Administration. On a quarterly basis, equipment maintenance records and water quality reports will be provided. Regulatory compliance will be assessed on a bi-annual basis and reviewed on-site.
  - b. Policies and Procedures. Contractor will develop policies and procedures for provision of dialysis treatments that are specific to and consistent with the practice and expectations of the San Mateo County General Hospital nursing and medical staff and will be reviewed annually by Contractor and County hospital staff.
  - c. Inservice Support. Contractor clinical staff will make available on-site inservice nursing education programs specific to the care of the renal failure patient. San Mateo County General Hospital staff will also be notified of Contractor's continuing education programs.

- d. Contractor will provide SMCGH with non-compliance-specific staff information regarding licensure/health requirements. Contractor's staff will be oriented by County staff to Fire Safety Health/documentation requirements of SMCGH and will be available for additional inservice when requested by SMCGH.
- e. Contractor will contribute to patient documentation on forms provided to Contractor, patient care plan and patient tracking and will act as a member of the San Mateo County General Hospital Health Team.

## SCHEDULE B

### PAYMENTS

In consideration of the services described in Schedule A, County shall reimburse Contractor as follows:

1. Routine Acute Hemodialysis \$ 325  
(dialysis schedule 24 hours in advance:  
Monday through Saturday/non-holidays  
between the hours of 0600-2000)
2. Non-Routine or Emergent Acute Hemodialysis \$ 350  
(dialysis scheduled less than 24 hours in advance:  
Sundays, legal holidays; or between the hours  
of 2000 - 0600)
3. Aborted Hemodialysis \$ 125  
(dialysis is scheduled and setup complete, but  
canceled prior to initiation of treatment)
4. Excess Time \$ 100/hr  
(delay of 1 or more hours in initiating treatment  
due to dual scheduling of procedures for patient,  
lack of access to perform treatment or any other  
reason not the fault of the dialysis nurse)
5. Routine Hemoperfusion Upon  
(scheduled 24 hours in advance: Monday through  
Saturday/non-holidays between the hours of 0600-2000) Request  
NTE \$ 325
6. Emergent or Non-Routine Hemoperfusion Upon  
(treatment of poison and drug) Request  
(Scheduled less than 24 hours in advance: NTE \$ 325  
Monday through Saturday-non-holidays between  
the hours of 0600-2000)
7. CAVH, CVVH, CVVHD - per day Upon  
(setup and supplies; assumes ICU nurse monitors) Request
8. CPAD Support Services per Day \$ 225
9. CCPD Support Services per Day \$ 250

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

Date: June 5, 2001  
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: Gambro Healthcare, Inc.

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor shall provide acute dialysis for patients at San Mateo County General Hospital

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$3m/5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability:	\$3m/5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

1m professional / ok verbal by Priscilla  
2m excess liability

*Priscilla Morse*

SIGNATURE

# MARSH USA INC.

# CERTIFICATE OF INSURANCE

CERTIFICATE  
NYC-0002805

PRODUCER  
Marsh USA Inc.  
1166 Avenue of the Americas  
New York, NY 10036-2774  
Attn: Jenny Cui(212)345-3868

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.

### COMPANIES AFFORDING COVERAGE

COMPANY  
**A** STEADFAST INSURANCE COMPANY

COMPANY  
**B** N/A

COMPANY  
**C** N/A

COMPANY  
**D** N/A

00216 -GAMBR-PRPTY-

INSURED  
GAMBRO Healthcare, Inc.  
225 Union Boulevard  
Suite 600  
Lakewood, CO 80228  
Attn: Maureen Martinez

### 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
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Hospital Professional <input type="checkbox"/> Liability - Claims Made	DCC6869248-09	05/01/01	05/01/02	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 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 PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

Re: Acute Agreement

### CERTIFICATE HOLDER

San Mateo County General Hospital,  
County of San Mateo  
Attn: Ms. Janell Quintana, Contracts Adm  
222 W 39th Street  
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 CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES

MARSH USA INC.  
BY: Jenny Cui



MM1(9/99)

VALID AS OF: 05/01/01

**MARSH USA INC.**

**CERTIFICATE OF INSURANCE**

CERTIFICATE  
NYC-0002700

**PRODUCER**

Marsh USA Inc.  
1166 Avenue of the Americas  
New York, NY 10036-2774  
Attn: Jenny Cui(212)345-3868

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.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** STEADFAST INSURANCE COMPANY
- COMPANY  
**B** ZURICH-AMERICAN INSURANCE CO.
- COMPANY  
**C** PACIFIC EMPLOYERS INSURANCE COMPANY
- COMPANY  
**D**

00216 -00001-GAMBR-

**INSURED**

GAMBRO Healthcare, Inc.  
225 Union Boulevard  
Suite 600  
Lakewood, CO 80228  
Attn: Maureen Martinez

**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
A	GENERAL LIABILITY	DCC 6869248-09	05/01/01	05/01/02	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Hospital Professional Liability - Claims Made				PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
B	AUTOMOBILE LIABILITY	BAP 2165849-04 (ALL STATES)	05/01/01	05/01/02	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MA 2165850-04(MA) TAP 2165851-04 (TX) BAP 2165852-04 (VA) \$500 DEDUCTIBLE FOR COMP & COLLISION	05/01/01 05/01/01 05/01/01	05/01/02 05/01/02 05/01/02	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY	DCC 6869249-09	05/01/01	05/01/02	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC 42984474 (AOS)	05/01/01	05/01/02	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
	SCFC 42984437 (WI) THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.	NWC C429 (COBE CREDIT UNION)	05/01/01	05/01/02	EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATION/SVEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

**CERTIFICATE HOLDER**

GAMBRO Healthcare Daly City  
1498 Southgate  
Daly City, CA 94015

**CANCELLATION**

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MARSH USA INC.

By: Jenny Cui

MM1 (9:99)



ATTACHMENT 2

Dialysis Services

1.	<b>General Description of RFP</b>	<b>Inpatient dialysis services at San Mateo County General Hospital (SMCGH)</b>
2.	<b>List key evaluation criteria</b>	<p>1) <b>Compliance with regulatory standards</b></p> <p>2) <b>Proof of staff competencies to provide comprehensive evaluation, including proof of current licensure/competencies/health requirements</b></p> <p>3) <b>Patient documentation must be complete and in compliance with SMGH documentation requirements</b></p> <p>4) <b>Cost effectiveness</b></p> <p>5) <b>Communication with primary physician, charge nurse, team members and family</b></p> <p>6) <b>Joint team program evaluation on a regular basis.</b></p>
3.	<b>Where advertised</b>	<b>Not advertised</b>
4.	<b>In addition to any advertisement, list others to whom RFP was sent</b>	<p><b>Gambro Healthcare</b>  <b>Fresenius Medical Care of North America</b>  <b>Mills-Peninsula Hospitals</b>  <b>Satellite Dialysis Centers, Inc.</b></p>
5.	<b>Total number sent to prospective proposers</b>	<b>4</b>
6.	<b>Number of proposals received</b>	<b>1</b>
7.	<b>Who evaluated the proposals</b>	<b>Kathi Palange, Director of Nursing</b>
8.	<b>In alphabetical order, names of proposers (or finalists, if applicable) and location</b>	<p><b>Gambro Healthcare</b>  <b>1498 Southgate Avenue</b>  <b>Daly City, CA 94015</b></p> <p><b>Fresenius Medical Care of North America</b>  <b>225 Challenge Way, Suite 103</b>  <b>Santa Rosa, CA 95407</b></p> <p><b>Mills-Peninsula Hospitals</b>  <b>1783 El Camino Real</b>  <b>Burlingame, CA 94010</b></p> <p><b>Satellite Dialysis Centers, Inc.</b>  <b>Administrative Office</b>  <b>345 Convention Way</b>  <b>Redwood City, CA 94063</b></p>

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Gambro Healthcare  
Contact Person: Lucia Navarro  
Address: 1498 Southgate Avenue  
Daly City, CA 94015  
Phone Number: (650) 755-4751 Fax Number (650) 755-0356

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 28 day of June, 2006 at Sacramento, California  
(City) (State)

[Signature]  
Signature

Richard Turner  
Name (Please Print)

Regional Vice President  
Title

95-2977916  
Contractor Tax Identification Number