

AGREEMENT WITH DISCHARGE RESOURCE GROUP (DRG)
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Discharge Resource Group (DRG), hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Department of Hospital and Clinics; and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer of Hospital and Clinics, or her designee, with respect to the product or result of Contractor's services, shall provide licensed Physical Therapists, certified Physical Therapy Assistants, Physical Therapy Aides, registered Occupational Therapists, certified Occupational Therapy Assistants, and licensed Speech/Language Pathologists as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) 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 Chief Executive Officer of Hospital and Clinics or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Chief Executive Officer of Hospital and Clinics or her designee.

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 Chief Executive Officer of Hospital and Clinics. Contractor shall furnish the Department of Hospital and Clinics with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the

Department of Hospital and Clinics of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

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

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

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 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.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

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

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Chief Executive Officer of Hospital and Clinics or her designee.

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

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of

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

11. Interpretation and Enforcement

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

1) In the case of County, to:

San Mateo County
Division of Hospital and Clinics
222 39th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to:

Discharge Resource Group (DRG)
400 Oyster Point Blvd., Suite #440
South San Francisco, CA 94080
Contact: Arliss Willis, Executive Director

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, 2002 through June 30, 2004. This Agreement may be terminated by Contractor, Chief Executive Officer of Hospital and Clinics 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

DISCHARGE RESOURCE GROUP (DRG)

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

By:  _____

Date: _____

Date: 6/18/02 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and Discharge Resource Group (DRG) 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.


Arliss Willis ARLISS WILLIS
Name of 504 Person - Type or Print

<u>Discharge Resource Group (DRG)</u>	<u>400 Oyster Point Blvd., Suite #440</u>	
Name of Contractor(s) - Type or Print	Street Address or PO Box	
<u>South San Francisco</u>	<u>CA</u>	<u>94080</u>
City	State	Zip Code

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

6/18/02
Date


Arliss Willis Ex. Dir
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

For payment as specified in Schedule B, Discharge Resource Group (DRG), hereinafter Contractor, shall provide the following services at County's request:

- A. Physical Therapists, Occupational Therapists, Physical Therapy Assistants and Certified Occupational Therapy Assistants shall be supplied for services to be performed at San Mateo County Health Center on a daily "on-call" basis as needed by County.
- B. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- C. Contractor shall provide experienced and qualified personnel to carry out the work required under this Agreement. County can reject personnel at any time at the total discretion of appropriate Department of Hospitals and Clinics staff. County shall provide Contractor's personnel with orientation material for San Mateo County Health Center. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics prior to assignment. County will provide department-specific material for orientation at the worksite. Personnel provided by Contractor shall have the following minimum qualifications:
 1. Physical Therapist: Current valid California Licensure as a Physical Therapist.
 2. Occupational Therapist: Current Valid Registration as an Occupational Therapist.
 3. Physical Therapy Assistant: Current Valid Certification as a Physical Therapy Assistant.
 4. Certified Occupational Therapy Assistant: Current Valid Certification as a Certified Occupational Therapy Assistant.
 5. Appropriate skills for the assignment with experience in a comparable setting within the last three (3) years.

- D. 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.
- E. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee upon request of County.

SCHEDULE B

For payment as specified in Schedule B, DRG, hereinafter Contractor, shall provide the services at County's request:

A. Rate Schedule for Contract Term

	DRG	
	W/day	W/end
Registered Physical Therapist	52.00	55.00
Registered Occupational Therapist	52.00	55.00
Physical Therapy Assistant	40.00	42.00
Certified Occupational Therapy Assistant	40.00	42.00

C. Minimum Assignment Hours

1. A full-day request is comprised of a minimum of six (6) working hours excluding the required half-hour lunch and includes two (2) ten (10) minute breaks. A half-day request is comprised of a minimum of four (4) working hours and includes one (1) ten (10) minute break. County shall specify which type of coverage needed when placing a request to Contractor.
2. For hours in excess of eight (8) in one day or forty (40) hours in one week, the rate shall be at one and one-half (1-1/2) times the usual rate. Contractor reserves the right to change, alter, or amend its fee schedule at any time upon thirty (30) days written notice to the Department of Hospitals and Clinics and such event the then current fee schedule of Contractor as altered, changed or amended shall be deemed to be part of this Agreement.

D. Cancellation of Schedule Therapist

The Department of Hospitals and Clinics shall be responsible for notifying before 4 p.m., of the cancellation of a therapist scheduled for the following day. Otherwise, the County will be charged the four (4) hour minimum.

- E. Payment for services rendered shall be due and payable within thirty (30) days of receipt of invoice.

F. Hiring

In the event the County wishes to hire an employee of Contractor for its staff, the following option is available: the Department of Hospitals and Clinics will continue to use the therapist through Contractor for an additional thirty (30) working days (not calendar days). This option comes into effect after the therapist's current assignment is completed with County's facility. This agreement is applicable to any therapist referred to the Department of Hospitals and Clinics by Contractor, regardless of the hiring status; i.e., part-time, full-time, on-call, weekends, and is in effect for twelve (12) months following the last day of the therapist's most recent County assignment.

Exhibit A

1.	General Description of RFP	Contractual agreement with rehabilitation registries to provide staffing back up for professional staff. This would include Physical and Occupational Therapists and Physical and Occupational Therapy Assistants. These individuals would be utilized for emergency and planned absences of staff and for periods of volume fluctuation when no other solutions for coverage are possible.
2.	List key evaluation criteria	<ol style="list-style-type: none"> 1. Well established in the provision of rehabilitation therapists in our area. Shows evidence of systems to comply with regulatory expectations (clinical competency checks, license and health checks, availability 7 days/wk., etc.) of JCAHO, Title 22 and other bodies. 3. Pricing competitive with other providers. 4. Compliance with SM County policies (equal benefits, no hiring discrimination, etc.) 5. Compliance with Risk Management insurance requirements.
3.	Where advertised	Sent RFPs to five local providers
4.	In addition to any advertisement, list others to whom RFP was sent	<p>OT and PT Registry Inc They have been unable to consistently provide therapists in our area (they serve the East Bay).</p> <p>Career Staff Unlimited They do not have an Equal Benefit provision; their rates were higher than other respondents.</p>
5.	Total number sent to prospective proposers	Five
6.	Number of proposals received	Four
7.	Who evaluated the proposals	Diane Prosser, Director of Rehab Services Cesar Calderon, Director of Materials Management
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	<ol style="list-style-type: none"> 1) Discharge Resource Group (DRG) 400 Oyster Point Blvd., Ste. #440 South San Francisco, CA 94080 2) On-Call Therapists, Inc. 7700 Edgewater Dr. #611 Oakland, CA 94621 3) Preferred Healthcare Registry, Inc. 4655 Ruffner St. Suite 260 San Diego, CA 92111 4) Career Staff Unlimited 11875 Dublin Blvd. # A 209 Dublin CA. 94568

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: DISCHARGE RESOURCE GROUP

Contact Person: 400 OYSTER PT. BLVD.

Address: SUITE 440

SO. SAN FRANCISCO, CA 94080

Phone Number: 650 877-8111 Fax Number: 650 877-8129

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 18 day of June, 2002 at South San Francisco CA
(City) (State)

[Signature]
Signature

Alice Willis
Name (Please Print)

Ex. Dir.
Title

68-0036821
Contractor Tax Identification Number

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type

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

Discharge Resource Group

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

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

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

400 Oyster Point Blvd, Suite 440

City, state, and ZIP code

SOUTH SAN FRANCISCO CA 94080

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number								

OR

Employer identification number											

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

List account number(s) here (optional)

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

Part III Certification

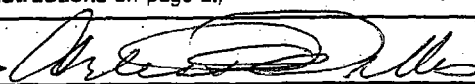
Under penalties of perjury, I certify that:

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

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

Sign Here

Signature



Date

6/18/02

Section references are to the Internal Revenue Code.

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

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

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

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

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

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

interest and dividend accounts opened after 1983 only), or

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

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

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

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

RD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/08/2002

(916)286-5960 FAX (916)646-3996

Crucible Valley Ins
Division of PAU (Lic #0132491)
Box 13792
Sacramento, CA 95853

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

INSURER A: Travelers Ind Co of Illinois
INSURER B:
INSURER C:
INSURER D:
INSURER E:

Diversified Resource Group (DRG)
400 Oyster Point Blvd Ste 209
San Francisco, CA 94080

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG	I660467L6917TIL01	11/17/2001	11/17/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input 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	I660467L6917TIL01	11/17/2001	11/17/2002	COMBINED SINGLE LIMIT (Ea accident) \$ Incl in GL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000	ISMCP467L6917TIL01	11/17/2001	11/17/2002	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OFFER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

RD. INSURANC BINDER

OP ID JL

DATE
12/28/01

BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PHONE (A/C No, Ext): 925-934-8500
925-934-8278

(WC) Heffernan Insurance Brkrs
1350 Carlback Ave, Suite 200
Walnut Creek CA 94596

COMPANY
XL Specialty Insurance Company

BINDER # 18933

EFFECTIVE		TIME		EXPIRATION		TIME
DATE				DATE		
12/31/01		12:01	X AM	12/31/02		X 12:01 PM
			PM			NOON

AGENCY CUSTOMER ID: DISCHAL

INSURED

Diversified Resource Group
400 Oyster Point Blvd., #440
South San Francisco CA 94080

X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: BINDER

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)

COVERAGES


TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS		
		DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: _____ OTHER THAN COL: _____				ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
PROPERTY DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ <input checked="" type="checkbox"/> WC STATUTORY LIMITS
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
SPECIAL CONDITIONS/EXCLUSIONS/COVERAGES				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS

MORTGAGEE ADDITIONAL INSURED

LOSS PAYEE

LOAN # _____

AUTHORIZED REPRESENTATIVE


CERTIFICATE OF INSURANCE

As requested, we are pleased to certify that Professional Liability Insurance on a "claims made" basis is in effect for the insured named herein, subject to the provision of the policy designated.

DISCHARGE RESOURCE GROUP

ATTN: ARLISS WILLIS

POLICYHOLDER: 400 OYSTER POINT BLVD., SUITE 440
SOUTH SAN FRANCISCO, CA 94080

POLICY NUMBER: DR01-03539M

ORIGINAL EFFECTIVE DATE: FEBRUARY 01, 2002

RETROACTIVE DATE: OCTOBER 18, 1993

POLICY EFFECTIVE DATE: FEBRUARY 01, 2002

POLICY EXPIRATION DATE: FEBRUARY 01, 2003

SPECIALITY: PART/CORP/MANUALS

SUB-SPECIALITY: PART/CORP/MANUALS

LIMITS OF LIABILITY: OF AT LEAST

EACH CLAIM	\$1,000,000	Any one claim or suit or maximum for the results of one injury.
ANNUAL AGGREGATE	\$3,000,000	Aggregate annual maximum for the results of all claims.

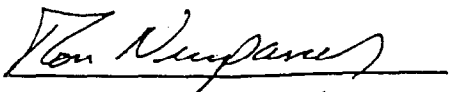
1. This Certificate is not an insurance policy and does not amend or alter the coverage afforded by the policy listed on the Certificate
2. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate is issued, the insurance afforded by the policy listed on the Certificate is subject to all terms of such policy.

Countersigned:

Medical Underwriters of California
Attorney-in-Fact

This certificate issued to:

by



Date JANUARY 03, 2002

AGREEMENT WITH ON-CALL THERAPISTS, INC.
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ON-CALL THERAPISTS, 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 Department of Hospital and Clinics; and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer of Hospital and Clinics, or her designee, with respect to the product or result of Contractor's services, shall provide licensed Physical Therapists, certified Physical Therapy Assistants, Physical Therapy Aides, registered Occupational Therapists, certified Occupational Therapy Assistants, and licensed Speech/Language Pathologists as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) 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 Chief Executive Officer of Hospital and Clinics or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Chief Executive Officer of Hospital and Clinics or her designee.

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 Chief Executive Officer of Hospital and Clinics. Contractor shall furnish the Department of Hospital and Clinics with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the

Department of Hospital and Clinics of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

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

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

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 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.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

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

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Chief Executive Officer of Hospital and Clinics or her designee.

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

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of

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

11. Interpretation and Enforcement

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

1) In the case of County, to:

San Mateo County
Division of Hospital and Clinics
222 39th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to:

On-Call Therapists, Inc.
7700 Edgewater Dr. #611
Oakland, CA 94621-3022
Contact: Lynn Lobree, President/CEO

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, 2002 through June 30, 2004. This Agreement may be terminated by Contractor, Chief Executive Officer of Hospital and Clinics 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

ON-CALL THERAPISTS, INC.

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

By:  _____

Date: _____

Date: 6-18-02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and On-Call Therapists, 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

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.

Lynn Lobree

Name of 504 Person - Type or Print

<u>On-Call Therapists, Inc.</u>	<u>7700 Edgewater Dr. #611</u>
Name of Contractor(s) - Type or Print	Street Address or PO Box
<u>Oakland</u>	<u>CA 94621-3022</u>
City	State Zip Code

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

6-18-02
Date

[Signature] 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

Services

For payment as specified in Schedule B, On-Call Therapists, Inc., hereinafter Contractor, shall provide the following services at County's request:

- A. Physical Therapists, Occupational Therapists, Physical Therapy Assistants and Certified Occupational Therapy Assistants shall be supplied for services to be performed at San Mateo County Health Center on a daily "on-call" basis as needed by County.
- B. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- C. Contractor shall provide experienced and qualified personnel to carry out the work required under this Agreement. County can reject personnel at any time at the total discretion of appropriate Department of Hospitals and Clinics staff. County shall provide Contractor's personnel with orientation material for San Mateo County Health Center. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics prior to assignment. County will provide department-specific material for orientation at the worksite. Personnel provided by Contractor shall have the following minimum qualifications:
 1. Physical Therapist: Current valid California Licensure as a Physical Therapist.
 2. Occupational Therapist: Current Valid Registration as an Occupational Therapist.
 3. Physical Therapy Assistant: Current Valid Certification as a Physical Therapy Assistant.
 4. Certified Occupational Therapy Assistant: Current Valid Certification as a Certified Occupational Therapy Assistant.
 5. Appropriate skills for the assignment with experience in a comparable setting within the last three (3) years.

- D. 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.
- E. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee upon request of County.

SCHEDULE B

For payment as specified in Schedule B, On Call, Inc., hereinafter Contractor, shall provide the following services at County's request:

A. Rate Schedule for Contract Term

	On Call	
	W/day	W/end
Registered Physical Therapist	48.00	50.00
Registered Occupational Therapist	48.00	50.00
Physical Therapy Assistant	37.00	39.00
Certified Occupational Therapy Assistant	37.00	39.00

C. Minimum Assignment Hours

1. A full-day request is comprised of a minimum of six (6) working hours the required half-hour lunch and includes two (2) ten (10) minute breaks. A half-day request is comprised of a minimum of four (4) working hours and includes one (1) ten (10) minute break. County shall specify which type of coverage needed when placing a request to Contractor.
2. For hours in excess of eight (8) in one day or forty (40) hours in one week, the rate shall be at one and one-half (1-1/2) times the usual rate. Contractor reserves the right to change, alter, or amend its fee schedule at any time upon thirty (30) days written notice to the Department of Hospitals and Clinics and such event the then current fee schedule of Contractor as altered, changed or amended shall be deemed to be part of this Agreement.

D. Cancellation of Schedule Therapist

The Department of Hospitals and Clinics shall be responsible for notifying Contractor before 1 p.m., of the cancellation of a therapist scheduled for the following day. Otherwise, the County will be charged the four (4) hour minimum.

- E. Payment for services rendered shall be due and payable within (30) days of receipt of invoice.

F. Hiring

In the event the County wishes to hire an employee of Contractor for its staff, the following options are available: 1) Contractor will receive a commission of \$6,000 or 2) the Division of Hospitals and Clinics will continue to use the therapist through Contractor for an additional fifty (50) working days (not calendar days). Either option comes into effect after the therapist's current assignment is completed with County's facility. This agreement is applicable to any therapist referred to the Department of Hospitals and Clinics by Contractor, regardless of the hiring status; i.e., part-time, full-time, on-call, weekends, and is in effect for twelve (12) months following the last day of the therapist's most recent County assignment.

Exhibit A

1.	General Description of RFP	Contractual agreement with rehabilitation registries to provide staffing back up for professional staff. This would include Physical and Occupational Therapists and Physical and Occupational Therapy Assistants. These individuals would be utilized for emergency and planned absences of staff and for periods of volume fluctuation when no other solutions for coverage are possible.
2.	List key evaluation criteria	<ol style="list-style-type: none"> 1. Well established in the provision of rehabilitation therapists in our area. Shows evidence of systems to comply with regulatory expectations (clinical competency checks, license and health checks, availability 7 days/wk., etc.) of JCAHO, Title 22 and other bodies. 3. Pricing competitive with other providers. 4. Compliance with SM County policies (equal benefits, no hiring discrimination, etc.) 5. Compliance with Risk Management insurance requirements.
3.	Where advertised	Sent RFPs to five local providers
4.	In addition to any advertisement, list others to whom RFP was sent	<p>OT and PT Registry Inc They have been unable to consistently provide therapists in our area (they serve the East Bay).</p> <p>Career Staff Unlimited They do not have an Equal Benefit provision; their rates were higher than other respondents.</p>
5.	Total number sent to prospective proposers	Five
6.	Number of proposals received	Four
7.	Who evaluated the proposals	Diane Prosser, Director of Rehab Services Cesar Calderon, Director of Materials Management
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	<ol style="list-style-type: none"> 1) Discharge Resource Group (DRG) 400 Oyster Point Blvd., Ste. #440 South San Francisco, CA 94080 2) On-Call Therapists, Inc. 7700 Edgewater Dr. #611 Oakland, CA 94621 3) Preferred Healthcare Registry, Inc. 4655 Ruffner St. Suite 260 San Diego, CA 92111 4) Career Staff Unlimited 11875 Dublin Blvd. # A 209 Dublin CA. 94568

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: On-Call Therapists Inc
Contact Person: Lynn Lobree
Address: 7700 Edgewater Dr Suite 611
Oakland Ca 94621
Phone Number: (510) 569-9884 Fax Number: (510) 569-9886

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 18 day of June, 2002 at Oakland, Ca
(City) (State)

[Signature]
Signature
President, CEO
Title

Lynn Lobree
Name (Please Print)
94-2931264
Contractor Tax Identification Number

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do **NOT**
send to the IRS.

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

Business name (Sole proprietors see instructions on page 2.)
On-Call Therapists, Inc

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

Address (number, street, and apt. or suite no.)
7700 Edgewater Dr Suite 611

City, state, and ZIP code
Oakland, Ca 94621

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								

OR

Employer identification number								
9	4	2	9	3	1	1	2	6

List account number(s) here (optional)

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

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature ▶	Date ▶
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Section references are to the Internal Revenue Code.

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

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

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

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

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

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

interest and dividend accounts opened after 1983 only), or

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

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

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

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

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-02

POLICY NUMBER: 1588217 - 02
CERTIFICATE EXPIRES: 07-01-03

SAN MATEO COUNTY HEALTH CENTER
DIANE PROSSER, DIR. OF REHAB.
222 WEST 39TH AVENUE
SAN MATEO CA 94403

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days' advance written notice to the employer.

We will also give you 10 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Kenneth C. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

EMPLOYER

LEGAL NAME

ON CALL THERAPISTS, INC.
7700 EDGEWATER DR STE 611
OAKLAND CA 94621

ON CALL THERAPISTS, INC.

PRINTED: 06-17-02

PD408

MEMORANDUM

MEMORANDUM OF INSURANCE

ISSUE DATE
07/19/02

PRODUCER
MARSH Affinity Grp. Svcs.
a svcs. of SEABURY & SMITH
1440 RENAISSANCE DRIVE
PARK RIDGE, IL 60068
1-800-503-9230

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

COMPANY AFFORDING COVERAGE

COMPANY LETTER **A** CHICAGO INSURANCE COMPANY

INSURED
ON-CALL THERAPISTS, INC.
7700 EDGEWATER DR. #611
OAKLAND, CA 94621-3022

REFLECTS COVERAGE IN EFFECT ON ABOVE "ISSUE DATE"

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

CO LTR	TYPE OF INSURANCE	CERTIFICATE NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUS
A	GENERAL LIABILITY X X OCCR.	AHL-02452298	05/11/2002	05/11/2003	GENERAL AGGREGATE \$ 3 PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$ N
A	AUTOMOBILE LIABILITY X NON-OWNED AUTOS	AHL-02452298	05/11/2002	05/11/2003	COMBINED SINGLE LIMIT \$ INCL BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per Accident) \$ N/A PROPERTY DAMAGE \$ N/A
A	PROFESSIONAL LIABILITY PHYSICAL THERAPY/REHAB. - PT15	AHL-02452298	05/11/2002	05/11/2003	ACTUAL LIMITS BELOW 1,000,000/INCIDENT 3,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS MEMORANDUM HOLDER IS NAMED AS AN ADDITIONAL INSURED, BUT ONLY AS RESPECTS TO CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OF THE PERSONS INSURED UNDER THE PROVISIONS OF THIS POLICY.

MEMORANDUM HOLDER
SAN MATEO COUNTY
ATTN: TERE LARCINA
FX/EB 650-573-2267

SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE MEMORANDUM HOLDER IF THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

JOAN F. O'SULLIVAN 07/19/02
AUTHORIZED REPRESENTATIVE

Joan F. O'Sullivan

TOTAL F

AGREEMENT WITH PREFERRED HEALTHCARE REGISTRY, INC.
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PREFERRED HEALTHCARE REGISTRY, 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 Department of Hospital and Clinics; and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer of Hospital and Clinics, or her designee, with respect to the product or result of Contractor's services, shall provide licensed Physical Therapists, certified Physical Therapy Assistants, Physical Therapy Aides, registered Occupational Therapists, certified Occupational Therapy Assistants, and licensed Speech/Language Pathologists as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) 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 Chief Executive Officer of Hospital and Clinics or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Chief Executive Officer of Hospital and Clinics or her designee.

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 Chief Executive Officer of Hospital and Clinics. Contractor shall furnish the Department of Hospital and Clinics with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the

Department of Hospital and Clinics of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

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

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

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000 .
- 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.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

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

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Chief Executive Officer of Hospital and Clinics or her designee.

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

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of

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

11. Interpretation and Enforcement

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

- 1) In the case of County, to:
San Mateo County
Division of Hospital and Clinics
222 39th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

- 2) In the case of Contractor, to: MK
Preferred Healthcare Registry, Inc. 270
4655 Ruffner St., Suite 200
San Diego, CA 92111
Contact: Melanie Reiten, President

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, 2002 through June 30, 2004. This Agreement may be terminated by Contractor, Chief Executive Officer of Hospital and Clinics 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

PREFERRED HEALTHCARE REGISTRY, INC.

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

By: 
Melanie Reiten, Pres.

Date: _____

Date: July 12, 02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and Preferred Healthcare Registry, 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

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. (X) 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.

Melanie Reiten, President
Name of 504 Person - Type or Print

MR
270

<u>Preferred Healthcare Registry, Inc.</u>	<u>4655 Ruffner St., Suite 200</u>	
Name of Contractor(s) - Type or Print	Street Address or PO Box	
<u>San Diego</u>	<u>CA</u>	<u>92111</u>
City	State	Zip Code

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

7/12/02
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

For payment as specified in Schedule B, Preferred Healthcare Registry, Inc., hereinafter Contractor, shall provide the following services at County's request:

- A. Physical Therapists, Occupational Therapists, Physical Therapy Assistants and Certified Occupational Therapy Assistants shall be supplied for services to be performed at San Mateo County Health Center on a daily "on-call" basis as needed by County.
- B. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- C. Contractor shall provide experienced and qualified personnel to carry out the work required under this Agreement. County can reject personnel at any time at the total discretion of appropriate Department of Hospitals and Clinics staff. County shall provide Contractor's personnel with orientation material for San Mateo County Health Center. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics prior to assignment. County will provide department-specific material for orientation at the worksite. Personnel provided by Contractor shall have the following minimum qualifications:
 1. Physical Therapist: Current valid California Licensure as a Physical Therapist.
 2. Occupational Therapist: Current Valid Registration as an Occupational Therapist.
 3. Physical Therapy Assistant: Current Valid Certification as a Physical Therapy Assistant.
 4. Certified Occupational Therapy Assistant: Current Valid Certification as a Certified Occupational Therapy Assistant.
 5. Appropriate skills for the assignment with experience in a comparable setting within the last three (3) years.

- D. 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.
- E. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee upon request of County.

SCHEDULE B

For services specified in Schedule B, Preferred Healthcare Registry, Inc., hereinafter Contractor, shall provide services according to the following rate schedule:

A. Rate Schedule for Contract Term

	Preferred	
	W/day	W/end
Registered Physical Therapist	47.00	50.00
Registered Occupational Therapist	47.00	50.00
Physical Therapy Assistant	36.50	39.50
Certified Occupational Therapy Assistant	36.50	39.50

C. Minimum Assignment Hours

1. A full-day request is comprised of a minimum of six (6) working hours excluding the required half-hour lunch and includes two (2) ten (10) minute breaks. A half-day request is comprised of a minimum of four (4) working hours and includes one (1) ten (10) minute break. County shall specify which type of coverage needed when placing a request to Contractor.
2. For hours in excess of eight (8) in one day or forty (40) hours in one week, the rate shall be at one and one-half (1-1/2) times the usual rate. Contractor reserves the right to change, alter, or amend its fee schedule at any time upon thirty (30) days written notice to the Department of Hospitals and Clinics and such event the then current fee schedule of Contractor as altered, changed or amended shall be deemed to be part of this Agreement.

D. Cancellation of Schedule Therapist

The Department of Hospitals and Clinics shall be responsible for notifying Contractor before 4 p.m., of the cancellation of a therapist scheduled for the following day. Otherwise, the County will be charged the four (4) hour minimum.

- E. Payment for services rendered shall be due and payable within thirty (30) days of receipt of invoice.

F. Hiring

In the event the County wishes to hire an employee of Contractor for its staff, the following options are available: 1) County will pay Contractor \$100 x the hourly billing rate or 2) the Department of Hospitals and Clinics will continue to use the therapist through Contractor for an additional four hundred eighty (480) hours. Either option comes into effect after the therapist's current assignment is completed with County's facility. This agreement is applicable to any therapist referred to the Department of Hospitals and Clinics by Contractor, regardless of the hiring status; i.e., part-time, full-time, on-call, weekends, and is in effect for twelve (12) months following the last day of the therapist's most recent County assignment.

Exhibit A

1.	General Description of RFP	Contractual agreement with rehabilitation registries to provide staffing back up for professional staff. This would include Physical and Occupational Therapists and Physical and Occupational Therapy Assistants. These individuals would be utilized for emergency and planned absences of staff and for periods of volume fluctuation when no other solutions for coverage are possible.
2.	List key evaluation criteria	<ol style="list-style-type: none"> 1. Well established in the provision of rehabilitation therapists in our area. Shows evidence of systems to comply with regulatory expectations (clinical competency checks, license and health checks, availability 7 days/wk., etc.) of JCAHO, Title 22 and other bodies. 3. Pricing competitive with other providers. 4. Compliance with SM County policies (equal benefits, no hiring discrimination, etc.) 5. Compliance with Risk Management insurance requirements.
3.	Where advertised	Sent RFPs to five local providers
4.	In addition to any advertisement, list others to whom RFP was sent	<p>OT and PT Registry Inc They have been unable to consistently provide therapists in our area (they serve the East Bay).</p> <p>Career Staff Unlimited They do not have an Equal Benefit provision; their rates were higher than other respondents.</p>
5.	Total number sent to prospective proposers	Five
6.	Number of proposals received	Four
7.	Who evaluated the proposals	Diane Prosser, Director of Rehab Services Cesar Calderon, Director of Materials Management
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	<ol style="list-style-type: none"> 1) Discharge Resource Group (DRG) 400 Oyster Point Blvd., Ste. #440 South San Francisco, CA 94080 2) On-Call Therapists, Inc. 7700 Edgewater Dr. #611 Oakland, CA 94621 3) Preferred Healthcare Registry, Inc. 4655 Ruffner St. Suite 260 San Diego, CA 92111 4) Career Staff Unlimited 11875 Dublin Blvd. # A 209 Dublin CA. 94568

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Preferred Healthcare Registry
Contact Person: Melanie Reiten
Address: 4655 RUFFNER ST. #270
SAN DIEGO, CA 92111
Phone Number: 858-505-0939 Fax Number: 858-505-0949

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 11 day of July, 2002 at SAN DIEGO, CA.
(City) (State)



Signature

Melanie Reiten

Name (Please Print)

President

Title

33-0588440

Contractor Tax Identification Number

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Name (See Specific Instructions on page 2.)
PREFERRED HEALTHCARE REGISTRY, INC.

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
PO Box 17860

City, state, and ZIP code
SAN DIEGO, CA 92177

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

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

Social security number
or
Employer identification number
33+0158181410

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

List account number(s) here (optional)

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** *[Signature]* **Date** *7/12/02*

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 03/02/02

PRODUCER

Acordia Insurance Services
 15760 Ventura Blvd #1400
 Encino, CA 91436-3007
 (818)377-3800 Fax(818)377-3899

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

COMPANIES AFFORDING COVERAGE

COMPANY A	Admiral Insurance Company
COMPANY B	State Compensation Ins Fund
COMPANY C	
COMPANY D	

INSURED

Preferred Healthcare Registry, Inc.
 4655 Ruffner St. - Suite 260
 San Diego, CA 92111

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <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"/> Prof. Liab. <input checked="" type="checkbox"/> Prod. Liab.	A01CB14623	12/25/01	12/14/02	GENERAL AGGREGATE \$ 4,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL	1637669-01	03/03/02	03/03/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$1,000,000
					EL DISEASE - POLICY LIMIT \$1,000,000
					EL DISEASE - EA EMPLOYEE \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is named as an Additional Insured.

*Notice of cancellation may be given by certificate holder

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE L BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Insurance Services, Inc.

[Handwritten Signature]

LIABILITY INSURANCE

DATE (MM/DD/YY)
07/16/20

PRODUCER
Acordia Insurance Services
15760 Ventura Blvd #1400
Encino, CA 91436-3007
(818) 377-3800 Fax (818) 377-3899

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.

INSURED
Preferred Healthcare Registry, Inc.
4655 Ruffner Street, Ste 270
San Diego CA 92111

COMPANIES AFFORDING COVERAGE	
COMPANY A	CIC/Hanover Insurance
COMPANY B	Admiral Insurance Co.
COMPANY C	State Fund Insurance
COMPANY D	

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	H67P018602	02/05/02	02/05/03	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$100,000
					MED EXP (Any one person) \$5,000
A	AUTOMOBILE LIABILITY	H67P018602	02/05/02	02/05/03	COMBINED SINGLE LIMIT \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1637669 02	03/03/02	03/03/03	<input checked="" type="checkbox"/> NO STAT. TORY LIMITS <input type="checkbox"/> OTH-ER
	THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$1,000,000
	OTHER				EL DISEASE - POLICY LIMIT \$1,000,000
					EL DISEASE - EA EMPLOYEE \$1,000,000
B	Professional Liability	A01CB14823 - \$5,000 Ded.	12/25/01	12/14/02	Each Claim \$1,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
All California Operations of the Named Insured. Certificate Holder is named as Additional Insured per CG2010 (11/85) attached.
*10 days for non payment of premium.

INDIVIDUAL HOLDERS
County of San Mateo
Attn: Tere Larcina
22 W. 39th Avenue
San Mateo CA 94403

TERMINATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL 30+ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION FOR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR SUBROGATEES.~~

AUTHORIZED REPRESENTATIVE
Acordia of California Insurance Services, Inc.
[Signature]