

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and TENDER LOVING CARE HEALTH CARE SERVICES, INC. (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on June 26, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. All references to San Mateo County General Hospital are hereby amended to read "San Mateo Medical Center".
2. All references to Tender Loving Care Health Care Services, Inc. are hereby amended to read "Tender Loving Care/Staff Builders Home Health Care".
3. Section 6, Non-Discrimination, of the Original Agreement is hereby amended to read as follows:

"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".

4. Schedules A and B are hereby amended to read as follows:

“SCHEDULE A  
SERVICES

I. Home Health Care Referred by San Mateo County

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

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

II. Ostomy Care Services When Available will be Provided by Contractor at San Mateo County Medical Center

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

- E. Contractor's RN/ET certified nurse shall document her/his visit note in the patient's chart on a separate sheet and supply Contractor with a duplicate copy for Contractor's record keeping.
- F. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
  - 1. Current valid California Registered Nurse nursing license as necessary.
  - 2. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
- G. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.
- H. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- I. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file at SMCGRH. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications. Contractor shall provide proof of system's Y2K compliance.
- J. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- K. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- L. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- M. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice of intent to resign their affiliation with Contractor.

SCHEDULE B  
PAYMENTS

I. Home Health Care Referred by San Mateo County

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

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

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

<b>Skilled Nursing Care*</b>	<b>\$165.00/visit (maximum of 1½ hours)</b>
<b>Occupational Therapist</b>	<b>\$165.00/visit (maximum of 1 hour)</b>
<b>Physical Therapist</b>	<b>\$165.00/visit (maximum of 1 hour)</b>
<b>Speech Therapist</b>	<b>\$165.00/visit (maximum of 1 hour)</b>

**Above rates are inclusive of basic dressings (normal saline, 4 x 4 gauze tape provided in conjunction with visit.**

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

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

D. Contractor shall submit monthly statements detailing services provided. The monthly statements will be reviewed by the Manager of Case Management Services or his/her designee. County may request medical and/or eligibility support information in determining the appropriateness of the charges for services rendered. County may adjust payments if medical necessity and/or eligibility criteria are not met. A copy of the patient outside referral form must be submitted with the billing. Failure to submit copy of outside referral will result in bill/invoice being returned to Contractor. Claims submitted over one hundred eighty (180) days from date of service will not be honored for payment.

- E. The term of this agreement is April 1, 2001 through June 30, 2003. The maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the contract term.
- F. In the event that County or Contractor finds that the amount of money during the contract term is insufficient to meet the needs of services, additional funds shall be negotiated and mutually agreed by both parties.

II. Ostomy Care Provided by Contractor at San Mateo Medical Center

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

Registered Nurse (RN)/ Enterostomal Therapy (ET) Nurse (up to 1.5 hours = initial visit)	\$200/visit
Additional hours continuous from initial visit	\$80/hour

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of June 26, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

TENDER LOVING CARE/  
STAFF BUILDERS HOME HEALTH CARE

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors

By: \_\_\_\_\_  
*Bit Shen* Administrator

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

Date: 9/9/02

ATTEST:

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

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

WAIVER REQUEST MEMO

**Date:** September 16, 2002  
**To:** John Maltbie, County Manager  
**From:** Nancy J. Steiger, Chief Executive Officer  
**Subject:** Waiver Request

We are requesting a waiver of the Equal Benefits Ordinance to contract with Tender Loving Care  
This waiver is necessary and in the best interest of the county for the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other

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

There are fewer home care agencies available to our organization. Home care agencies are confronted with the same challenges to attract and retain competent nurses and therapists that health care organizations face.

Tender Loving Care is currently under contract. San Mateo Medical Center is requesting a waiver of the Equal Benefits Declaration for Tender Loving Care because their benefits currently do not extend to domestic partners. Tender Loving Care will review all benefits including implementation of a Domestic Partners Benefit package at their next contract negotiations in 2004 when their benefits contract expires.

- Approved
- Not Approved

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\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Date



# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Tender Loving Care/Staff Builders, CA  
 Contact Person: Rich Shum  
 Address: ~~1838~~ 1710 Gilbreath Rd. #301  
Burlingame CA 94010  
 Phone Number: 650-6529128 Fax Number: 650-6529836

### 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 9<sup>th</sup> day of Sep., 2002 at Burlingame, CA  
 (City) (State)

  
 Signature

Rich Shumy Shum, Admini  
 Name (Please Print) trate

COUNTY OF SAN MATEO

HEATH SERVICES  
Hospital and Clinics Division

MEMORANDUM

Date: July 17, 2002  
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864  
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267  
Subject: Contract Insurance Approval

CONTRACTOR: Tender Loving Care Health Care Services, Inc.

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor provides home health services to medically indigent patients referred by San Mateo County General Hospital.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$1m	✓	_____	_____
Motor Vehicle Liability:	\$1m	✓	_____	_____
Professional Liability:	\$1m	✓	_____	_____
Worker's Compensation:	\$1m	✓	_____	_____

REMARKS/COMMENTS:

*Priscilla Morse*  
\_\_\_\_\_  
SIGNATURE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/21/01

the Treiber Group, LLC  
377 Oak Street  
1S 601  
Garden City, NY 11530-0601

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

### INSURERS AFFORDING COVERAGE

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

INSURER A: Interstate Indemnity Ins. Co.  
INSURER B: Continental Casualty Co.  
INSURER C: General Star National Ins. Co.  
INSURER D: Fidelity & Deposit Ins. Co.  
INSURER E:

### COVERAGES

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

ISR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	AHC9500013	12/30/01	01/01/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS -COMP/OP AGG \$3,000,000												
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	AL251888600	01/01/02	01/01/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$												
C	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	NUG374565	12/30/01	01/01/03	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$												
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC2518888581	01/01/02	01/01/03	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">WC STATUTORY LIMITS</td> <td style="width: 15%;">OTHER</td> <td style="width: 70%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000
WC STATUTORY LIMITS	OTHER																
E.L. EACH ACCIDENT		\$1,000,000															
E.L. DISEASE - EA EMPLOYEE		\$1,000,000															
E.L. DISEASE - POLICY LIMIT		\$1,000,000															
A	<b>OTHER Prof'l Liab.</b>	AHC9500013	12/30/01	01/01/03	\$1,000,000 Occ \$3,000,000 Agg												
D	<b>Crime</b>	CCP0054960	12/30/01	12/30/02	\$1,000,000												

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

Covering Branch #1173 County of San Mateo and its officers, agents, employees and servants are included as Additional Insured as respects to General Liability.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED: INSURER LETTER: \_\_\_\_\_

**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

*H. Treiber*