Right Now Home Care LLC
2001 Market St. Ste 2500
Philadelphia, Pa 19103
267-518-4051 or 215-919-9014
833-227-4916
info@rightnowhomecare.com

To Whom It May Concern,

1. Right Now Home Care LLC is filing a Petition for Reconsideration due to past General Liability Insurance not understanding what a E Form is to send to the Pennsylvania Public Utility Commission was, and a new carrier was obtained on February 28th, 2020 because it took three weeks to get the policy underwritten.

2. Right Now Home Care LLC has included its application in the correspondence and current carrier **TUSCANO AGENCY** will be issuing an E Form to the Pennsylvania Public Utility Commission .

3. Pamela Taylor, Administrator of Right Now Home Care LLC is requesting the reconsideration.

4. Docket number A-2019-3013661

Right Now Home Care LLC

2001 Market St. Ste 2500
Phial., Pa. 19103
276-518-4051,
215-919-9014
833-227-4916
info@rightnowhome.com

I, Pamela Taylor, hereby state that the facts set forth are true and correct(or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C. S & 4904 (relating to unsworn falsification to authorities.)

(Applicant is not now engaged in intrastate transportation of property or passengers for compensation in this Commonwealth except by the Pennsylvania Utility Commission certificate or permit, and will not engage in the transportation for which approval is herein sought, unless and until transportation is authorized your Honorable Commission)

Pamela Taylor 3/2/2020

TOTAL AMOUNT DUE	$2,506.00

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSUREDS – VISIT BIZRESOURCECENTER.COM FOR DETAILS

This account is subject to the following - Sections A, B and C:

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

A. Prior To Bind Requirements:

- Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted. Application requirements: USLI Allied Healthcare Application dated no more than 45 days prior to the effective date of coverage and signed by one of the following: principal, partner or officer with authority to bind Applicant to the representations therein.
- Applicant agrees to maintain Commercial General Liability Insurance with USLI or another carrier
- Confirmation applicant has obtained General Liability Insurance with either US Liability Insurance Group or another carrier
- No professionals for whom coverage is sought provide more than 25% of services involving the transportation of clients/patients
- Confirmation that criminal background checks are performed on all aides

B. Items Required Within 21 days of the inception of coverage:

- No Items Required Within 21 Days

C. Underwriting Notes:

- Please advise if applicant has coverage expiring with a retroactive date earlier than the date noted above and we will match the date for no additional premium.
- Alternative limits and deductibles may be available upon request.
- If the General Liability option provided with this quote is purchased, it must be purchased in conjunction with the Professional Liability.
- Higher Limits for Abuse and Molestation available upon request

II. COVERED LOCATION

Location #1 - 2001 Market St. Suite 2500, Mid City West, PA 19103

III. LIABILITY LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY	
Each Occurrence	$1,000,000
Personal Injury and Advertising Injury	$1,000,000
Medical Expense (Any One Person)	$5,000
Damage To Premises Rented to You	$100,000
Products/Completed Ops Aggregate	Included
General Aggregate	$3,000,000
General Liability Deductible	$0

HIRED AND NON-OWNED AUTO	
Each Occurrence	Included
Aggregate Included In General Aggregate	

ALLIED HEALTH ABUSE MOLESTATION	
Each Claim Limit	$50,000
Aggregate	$100,000

PROFESSIONAL LIABILITY	
Each Claim Limit	$1,000,000
Aggregate Limit	$3,000,000
Deductible	$0

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

Cancel Hold when

MAH020F1269

Quote is valid until 4/19/2020

To: **Right Now Home Care LLC**

Please bind effective: _____

Confirm optional coverages:

☐ Do not include any optional coverages.

☐ Include the following optional coverages from Section V

(Taxes & Fees may apply to optional premium if purchased)

☐ Option 1 - (add: *$100.00) - Terrorism Coverage

*See Terrorism Section for Exact Pricing and Terms

This policy is eligible to be Direct Billed.
Note: a $5.00 installment fee will apply to each installment after the first - please select one of the following:

☐ **Direct Bill both this New Business and future Renewals**

(If checked - Select a Payment Plan):

☐ SINGLE PAYMENT

☐ TWO PAYMENTS - Premium must be over $400

☐ THREE PAYMENTS - Premium must be over $675

☐ FOUR PAYMENTS - Premium must be over $1,000

☐ SIX PAYMENTS - Premium must be over $2,500

See the last page of this quote for Payment Plan Descriptions

NOTE: If the Direct Bill Option is selected, the Company will invoice the insured. Do not bill or collect the down payment. All taxes, surcharges and fees (except installment fees) will be billed in full with the first installment.

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

POLICY INFORMATION	
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XI

COVERAGE PART	PREMIUM
Allied Health Professional Liability	$1,773.00
Description of Operations: Home Health Aide (non-medical)	
Professional Liability Coverage is provided on a Claims Made basis.	
Retroactive date: Inception Date of Policy	
Deductible: $0 Each Claim	
Commercial General Liability	$733.00
Allied Health Abuse and Molestation Coverage for $50,000/$100,000 is included in the premium.	
General Liability Coverage is provided on an Occurrence basis.	
TOTAL PREMIUM DUE TO CARRIER	**$2,506.00**

ADDITIONAL COSTS	
Wholesaler Broker Fee	$0.00

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

IV. REQUIRED FORMS & ENDORSEMENTS

Professional Liability Endorsements

AH	(04/10) Allied Healthcare Policy Coverage Form	AH-226	(06/15) Patient Molestation Or Abuse Exclusion
AH APP	(08/11) Allied Healthcare Professional and General Liability Product Application	AH-227	(01/15) Live-In/Overnight Services Exclusion
AH-205	(04/10) Retroactive Date Endorsement	AH-PA	(04/10) Pennsylvania State Amendatory Endorsement

Common Endorsements

Jacket	(07/19) Policy Jacket

General Liability Endorsements

CG0001	(12/07) Commercial General Liability Coverage Form	L-232s	(09/05) Classification Limitation Endorsement
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-488 SSO	(10/09) Non-Owned And/Or Hired Auto Liability
CG2107	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	L-549	(12/07) Absolute Professional Liability Exclusion
CG2132	(05/09) Communicable Disease Exclusion	L-599	(10/07) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
CG2147	(12/07) Employment-Related Practices Exclusion	L-703DWL	(12/15) Molestation or Abuse Insurance (Defense Inside Limits)
CG2173	(01/15) Exclusion Of Certified Acts Of Terrorism	L-728 AH	(04/10) Limits of Insurance Under Multiple Coverage Forms
IL0017	(11/98) Common Policy Conditions	L-783	(02/14) Amendment Of Liquor Liability Exclusion
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	L-795	(01/15) Exclusion - Live-In And Overnight Services
IL0246	(09/07) Pennsylvania Changes - Cancellation And Nonrenewal	LLQ-100	(07/06) Amendatory Endorsement
IL0910	(12/03) Pennsylvania Notice	LLQ-368	(08/10) Separation Of Insureds Clarification Endorsement
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	TRIADN	(02/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Additional Premium
Option 1	Terrorism Coverage	$100.00

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of $100 or 10.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.
- This coverage cannot be added mid-term.

VI. DIRECT BILL PAYMENT PLAN DESCRIPTIONS

One Year Payment Plan Descriptions:

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

SINGLE PAYMENT	- The entire premium is invoiced immediately and is due 20 days after it is invoiced.
TWO PAYMENTS	- 50% of the premium is invoiced immediately and is due 20 days after it is invoiced; the balance is invoiced 150 days after inception.
THREE PAYMENTS	- 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; 30% is invoiced 120 days after inception; the balance is invoiced 210 days after inception.
FOUR PAYMENTS	- 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; three equal installments of 20% are invoiced at 120 days, 180 days and 240 days after inception.
SIX PAYMENTS	- 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; five equal installments of 12% are invoiced at 90 days, 150 days, 210 days, 240 days and 270 days after inception.

An installment fee as noted on page 1 of this quote applies to each installment after the first.

Tuscano AGENCY

United States Liability Insurance Company

Allied Healthcare Professional and General Liability Product

MAH020F1269

This is an application for a claims made (professional) and occurrence (general liability) policy. Please read your policy carefully. Defense costs shall be applied against the deductible.

SECTION I. PROFESSIONAL LIABILITY UNDERWRITING INFORMATION

Name of Applicant: Right Now Home Care LLC dba: _____

Location Address: 2001 Market St. Suite 2500 ☐ Same as mailing address

City: Mid City West

State: PA Zip: 19103

Web Address: _____ Email Address of primary contact: _____ Number of locations: 1

% of services rendered outside the U.S.A., if any 0 % Annual Revenue _____

Type of professional (i.e. massage therapist, mental health counselor, physical therapist. etc.)	Employees/Owners/ Partners/Self Employed		Independent Contractors (even if coverage is not desired for them)	
	Full Time	Part Time	Full Time	Part Time

Service Provider means those providing a professional service and having direct contact with the patient/client.

Independent Contractor means an individual who performs professional services for others and receives an IRS Form 1099 for compensation paid.

Part Time means less than 1000 hours worked per year.

1. Provide a detailed description of the nature of applicant's operation and services provided:
   Home Health Aide (non-medical)

2. Does the Applicant require coverage for any Independent Contractors? ☐ Yes ☐ No
   a) Does the Applicant verify that all Independent Contractors working on their behalf maintain professional liability and commercial general liability insurance with general liability limits equal to or greater than the limits of professional liability insurance purchased? ☐ Yes ☐ No ☐ Not Applicable
   If "no", explain _____

3. Has any professional(s) seeking coverage been providing their services less than three (3) years? ☐ Yes ☑ No
   If "yes", detail experience and qualifications _____

4. Do all Professionals listed above, for whom coverage is sought, have a current, unrestricted license or its equivalent as required under Federal or state law and/or the rules and regulations of the profession. ☑ Yes ☐ No ☐ Not Applicable

5. List license(s) and degree(s) or equivalents held by each professional listed above:

6. Does the applicant currently have or in the next 12 months expect to have ownership or interest in, or operate, administer or perform services as any of the following: a laboratory, hospital, emergency room, nursing home or similar operation? ☐ Yes ☑ No

7. Is applicant controlled, owned, affiliated or associated with any firm, corporation or company not identified in this application? ☐ Yes ☑ No

   If yes, please provide details

8. Does the applicant have any subsidiaries for which coverage is sought? ☐ Yes ☑ No

   If yes, please provide the name, percentage owned and professional classification of each subsidiary and include them in the list of professions above:

9. Number of patient/client visits recorded by applicant in past 12 months? Unknown Number of visits anticipated next 12 months? Unknown

10. Do any professionals for whom coverage is sought provide, practice, perform, administer or assist in any of the following now or expect to in the next 12 months:

    a) Surgery or surgical procedures including pre-operative and post operative procedures? ☐ Yes ☐ No

    b) Injections of any kind? ☐ Yes ☐ No

    c) Diagnosing conditions, disorders or diseases in patients? ☐ Yes ☐ No

    d) Services as a physician, surgeon, nurse, anesthetist, anesthesiologist, psychiatrist, chiropractor, acupuncturist, pharmacist, or dentist? ☐ Yes ☐ No

    e) Overnight services or emergency response services? ☐ Yes ☐ No

    f) Designing, testing or manufacturing products of any kind including vitamins, minerals, herbal, medicinal or nutritional supplements? ☐ Yes ☐ No

    g) Transporting clients/patients? ☐ Yes ☐ No

    h) Prescribing, monitoring or dispensing medication, equipment, devices or appliances whether over-the-counter or not? ☐ Yes ☐ No

    i) Provide professional services within any prison/correctional facility or for any probation or prison release program? ☐ Yes ☐ No

    j) hospice care? ☐ Yes ☑ No

    k) medical healthcare services (including but not limited to monitoring blood pressure, changing dressings, respiration rates)? ☐ Yes ☐ No

    l) Provide more than 10% of services within a nursing home(s), assisted living facility or hospital? ☐ Yes ☐ No

    If yes to any of the above, describe service(s) provided and percentage of patients/clients receiving each service(s):

11. Are criminal background checks and license verifications conducted for all professionals? ☑ Yes ☐ No

12. Does the applicant obtain a written informed consent to services from clients (parents/guardians must sign for minors)? ☐ In All Cases ☐ Sometimes ☐ Never

13. List additional insured(s) required by contract to be included for professional liability coverage:

Name	Address	Relationship to Applicant

Attach a statement of details for all "Yes" answers to the following questions.

14. a) Has the applicant or any professional listed above had a professional license or its equivalent denied, revoked, restricted, suspended; been fined or disciplined in any way or been the subject of any investigation by any authority for any reason, including but not limited to allegations of sexual abuse? ☐ Yes ☑ No

    b) Are any such actions pending as of the date of this application? ☐ Yes ☑ No

15. Has the applicant initiated litigation against any patients or clients in the past five years? (if yes, provide names, dates, status of litigation and demand amount) ☐ Yes ☑ No

16. In the past five years, has any claim been made or suit brought against the applicant, its predecessor(s) in business or any of its present or former owners, partners, officers, directors, employees or independent contractors? ☐ Yes ☑ No

17. Is the applicant or any person proposed for this insurance aware of any circumstance, allegation, contention or incident which may result in a claim being made against the applicant or any person proposed for this insurance? ☐ Yes ☑ No

18. Has any policy of professional liability insurance ever been cancelled or non-renewed by an insurance carrier? ☐ Yes ☑ No

    (Not applicable in Missouri) If yes, provide details

19. a) Does the applicant currently have professional liability insurance in force? ☐ Yes ☐ No

    general liability insurance in force? ☐ Yes ☑ No

If yes, specify:

Name of Professional Carrier	Limit	Retroactice Date (if any)	Deductible	Annual Premium	Policy Period	Claims Made (C) or Occurance (O)
Name of General Liability Carrier	Limit	Retroactice Date (if any)	Deductible	Annual Premium	Policy Period	Claims Made (C) or Occurance (O)

b) Number of years continuous, uninterrupted insurance coverage? Professional liability: _____ General Liability _____

20. Does applicant agree to maintain commercial general liability insurance? ☐Yes ☐No ☐Not Applicable

If "no", explain _____

SECTION II. GENERAL LIABILITY UNDERWRITING INFORMATION (complete only if seeking this coverage

1. Any general liability claims against applicant (paid, reserved or pending) in the past five years? ☐Yes ☐No

If yes, please provide details _____

2. Additional insured(s) to be included for general liability coverage:

Name	Address	Relationship to Applicant

3. Has any general liability policy been cancelled or non-renewed by an insurance carrier? ☐Yes ☑No (Not Applicable in Missouri)

If yes, please provide details _____

4. How many square feet is the applicant's operation? _____

5. Does applicant have ownership in the structure being insured? ☐Yes ☐No

SECTION III. Required Information

A. USLI application

B. Supplemental application (for select classes)

Pennsylvania Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Retail Agency Name: _____ License #: _____

Main Agency Phone Number: _____

Agency Mailing Address: _____

City: _____ State: _____ Zip: _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature: _____ Title: _____ Date: _____

Certificate No. A-6422698
Docket No. A-2019-3013661

Paratransit Pa PUC No. 1

RIGHT NOW HOME CARE LLC

Mileage rate: $2.75 per mile, or any fraction thereof, applies in addition to the Flat Rate. Each additional 1/10 mile will be $0.25.

Reservations: Reservations can be made up to 24 hours before reservations.

Waiting Time at Origin: The driver is requested to wait for a customer (5) minute increment.

Issued: January 1, 2020

Effective January 1, 2020

Issued Under authority of 52 PA Code Section 23.42

Right Now Home Care LLC
2001 Market Street Suite 2500,
Philadelphia, PA 19103
215-919-9014/ 267-518-4051
info@rightnowhomecare.com

RULES & REGULATIONS

1. Advance reservations are required and must be made 10 minutes prior to service being rendered.

2. Rates for mileage are determined by the odometer of the vehicle in use and begin when the vehicle leaves the passenger's premises. The final mileage reading is determined upon drop-off of the passenger.

3. Additional expenses necessitated by or incurred at the request of the passengers, including but not limited to, highway tolls, bridge tolls, entrance fees and parking, shall be added to the charge of the trip.

4. If any trip requires the vehicle and driver to remain at destination overnight, or at any point en route to destination overnight, the patron will be responsible for providing carrier's drive with accommodations at overnight facility (motel, hotel) being utilized by patron and all meals required by the carrier's driver. Expenses for driver's lodging and meals while on trips out of town which are in excess of 10 hours will be added to the basic charge.

5. Trips on the following Holidays are subject to Flat Rate fees as listed in RATES:

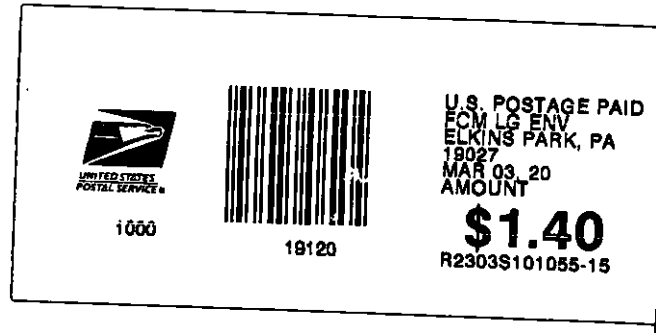
   New Year's Eve and New Year's Day
   Memorial Day
   Independence Day
   Labor Day
   Thanksgiving Day and Black Friday (Day after Thanksgiving)
   Christmas Eve and Christmas Day

6. Carrier requires a deposit of not more than 20% of the quoted charter price. Forfeiture of deposits are within the following limitations:
   (1) Forfeiture of not more than 50% of the deposit if the charter is cancelled by the customer more than 15 but less than 30 days prior to the date the transportation was to depart, and
   (2) Forfeiture of not more than the total amount of the deposit if the cancellation occurs within 15 days prior to the date the transportation was to depart.

7. CONTRACT SERVICES

Contract services will be for a term of not less than 30 days for pre-qualified persons under a federal, state, county or municipal government agency contract. Rates for the services will be specified in the respective contracts, copies of which, including any amendments thereto, are to be filed with the Commission as executed to become effective on one day's notice.

RIGHT NOW HOME CARE LLC
2001 Market St. Suite 2500
Philadelphia, Penna., 19103



Secretary. Pennsylvania
400 North Street
Harrisburg, Pa. 17120