

AGREEMENT WITH AT HOME HEALTH CARE  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called " County," and AT HOME HEALTH CARE hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services, and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedules A and B, 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 for the Multipurpose Senior Services, Adult Protective Services, and Linkages Programs; and Schedule B for the AIDS Waiver/Case Management Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not

exceed FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000) collectively for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedules A and B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedules A and 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 Schedules A and B to the full satisfaction of the Director of Health Services or her designee.

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

3. Relationship of Parties

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

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary,

immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, 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 ..... \$1,000,000
- 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.

6. Non-Discrimination

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

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

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

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

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

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

7. Assignments and Subcontracts

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

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

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to

Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

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

licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

1) In the case of County, to:

San Mateo County Aging and Adult Services  
Jacqueline Toliver  
225 - 37th Avenue, Room 140  
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:

Mr. Bob Brock  
At Home Health Care  
160-B Birch Street  
Redwood City, CA 94062-1307

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

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

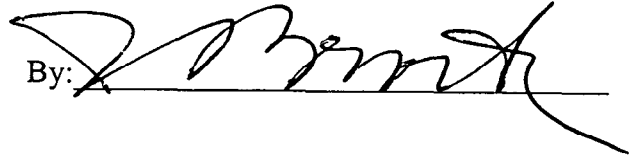


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

AT HOME HEALTH CARE

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

By:  \_\_\_\_\_

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

Date: 8-1-01 \_\_\_\_\_

ATTEST:

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

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

ATTACHMENT I

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

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and Agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

ROBERT BROCK  
Name of 504 Person - Type or Print

As Home Health Care      160 BIRCH ST, SUITE  
Name of Contractor(s) - Type or Print      Street Address or PO Box

REDWOOD CITY, CA      94062  
City      State      Zip Code

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

8-1-01  
Date

[Signature] EXECUTIVE  
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.

## ATTACHMENT II

Contract between COUNTY OF SAN MATEO and AT HOME HEATH CARE, 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 ensure 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.

## SCHEDULE A

### MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES /INTAKE, AND LINKAGES PROGRAMS

#### PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND LINKAGES PROGRAMS

- A. Contractor agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and State of which this Agreement is a part.
- B. All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Invoices shall contain:

- 1) The title of the Program: Multipurpose Senior Services, Adult Protective Services/Intake, or Linkages;
  - 2) Names and titles of all personnel for whom reimbursement is being requested;
  - 3) Names of clients, dates of service, unit type, service code, and hours of services provided; and
  - 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.
- C. Compensation for services shall be paid as described in Part II of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services  
Attention: Social Work Supervisor  
225 - 37<sup>th</sup> Avenue  
San Mateo, CA 94403

- D. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of

existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require Contractor to develop additional service units.

- E. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement. Contractor agrees to maintain and preserve until four (4) years after termination of County's Agreements with the State, and to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to, and to examine and audit, any and all pertinent books, documents, papers, and records of the Agreement related to the above named programs.
- F. Contractor shall indemnify and hold harmless State, 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 any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978.
- G. Contractor shall hold the State and individuals served under this Agreement harmless in the event County cannot or will not pay for services performed by the Contractor pursuant to this Agreement. Contractor shall be held solely and exclusively liable for any act or omission of its agents or employees as related to the services provided hereunder.
- H. Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Departments of Health Services and Aging in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- I. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention, and disposal. Contractor shall disclose no information without written authorization from San Mateo County, except for statistical information that does not identify specific clients, or as authorized by a program client with regards to information pertaining only to himself/herself. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. Contractor shall not use such information for any purpose other than carrying out the obligations under this Agreement. For the purposes of this paragraph, identity shall include but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

- J. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this Agreement.
- K. Contractor shall maintain licensure and certification requirements at all times during the term of this Agreement.
- L. 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, see Attachment I, as amended, 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, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Contractor shall send to each labor union or representative of workers with which vendor has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the Federal Government or the State, advising the labor union or worker's representative of the Contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- M. Contractor agrees to allow County, State, or Federal representatives, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County or State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that they will not unduly delay or interfere with the work being performed by Contractor.
- N. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms

and conditions of the primary contracts between County and the State, including Contract Number MS-0102-13.

- O. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement.

**PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE  
MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE  
SERVICES/INTAKE, AND LINKAGES PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

Services and Rates of Payment for AT HOME HEALTH CARE for July 1, 2001 to June 30, 2002

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
3.1	hour	Chore	\$18.00
	hour	Chore – 2 people	\$23.00
3.2	hour	Personal care	\$18.00
	hour	Personal Care – 2 people	\$23.00
3.3	visit	Health care / RN	\$85.00
	visit	Health care licensed Vocational Nurse	\$70.00
	visit	Health care OT	\$90.00
	visit	Health care PT	\$90.00
	visit	Health care ST	\$96.00
3.7	hour	Protective supervision	\$18.00
	hour	Protective Supervision – 2 people	\$23.00
	day	Day = 12 hours (night)	\$140.00
	day	Day = 12 hours (night) 2 people	\$170.00
	day	Day = 24 hours	\$185.00
	day	Day = 24 hours – 2 people	\$220.00
3.9	hour	Professional care assistance	\$18.00
	hour	Professional care assistance - 2 people	\$23.00
4.3	month	Case Management, Registered Nurse, M.A.	\$85.00

Services and Rates of Payment for AT HOME HEALTH CARE for July 1, 2001 to June 30, 2002 (Cont'd)

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>	<u>Mileage</u>
5.1	hour	Respite in-home care	\$18.00	
	day	Respite in-home care 24-hour live-in	\$185.00	
	hour	Respite in-home care - 2 people	\$23.00	
	day	Day = 12 hours (night)	\$140.00	
	day	Day = 12 hours (night) 2 people	\$170.00	
	day	Day = 24 hours - 2 people	\$220.00	
6.3	hour	Transportation-escort	\$18.00	0.32

**PART III DEFINITIONS OF SERVICES PROVIDED SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND LINKAGES PROGRAMS**

Chore (3.1) and Personal Care (3.2): Services are provided by trained individuals to elderly persons who need outside help to maintain independent living. Eligible clients are frail elderly individuals whose social, physical, and/or emotional impairments preclude total independent functioning but who can be maintained outside of an institution with assistance. Services will be provided in the client's place of residence.

Chore (3.1) is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

Chore (3.2) provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Purchase of toiletries and other personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship; client instruction in self care may also be provided; may also include assistance with preparation of meals but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be



cleaned up, and when bed linen is soiled it, may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

Health Care (3.3): addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.

MSSP health care is limited to: skilled nursing services, nutrition evaluation and counseling, physical therapy, occupational therapy and speech therapy. In addition to the provision of care, these professionals and paraprofessionals may train, demonstrate, and supervise clients in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Protective Supervision (3.7): ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. May also provide a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there are no other means for summoning aid.

Professional Care Assistance (PCA), (3.9): is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP). PCA is a comprehensive skilled service delivered by a certified nursing assistant (CNA) or a home health aide (HHA). The CNA/HHA works under either the supervision of a Registered Nurse (RN) employed by a home health agency or under the direction of a RN from MSSP. The specific tasks provided are the same as listed under Personal Care (3.2) above. However, the special needs and circumstances of Waiver clients require a provider who can make skilled observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a CNA/HHA is greater and more specialized than that of a provider working under the State plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver.

Case Management (4.3): for the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, at the client's request, case management may also be arranged through a qualified outside provider under contract of provider Agreement with the MSSP site. Also under this service definition, additional case-specific resources of limited duration may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social,

legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

Respite (5.1, 5.2): the purpose of respite care is to relieve the client's caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide full-time care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.

As dictated by the client's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

Transportation/escort (6.3): assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

## SCHEDULE B

### AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

#### PART I ASSURANCES SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

- A. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations, under this clause, to labor organizations with which they have a collective bargaining or other Agreement.
- B. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor
- C. Contractor agrees to make all records available upon reasonable notice at the Contractor's place of business or other mutually agreeable location in California. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Contract. Contractor agrees to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to and to examine, copy, and audit any and all pertinent books, documents, papers, and records of the Agreement related to this AIDS Case Management and Medi-Cal Waiver Program of San Mateo County and to keep the records for four (4) years after the termination of this Agreement.
- D. Contractor shall be reimbursed no more frequently than monthly in arrears upon submission of invoices for actual expenses incurred by Contractor. Invoices shall be submitted on Contractor's letterhead. Contractor agrees, upon reasonable notice, to make available to County, State, or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed, or

accounting costs or expenses incurred in the performance of this Agreement. County shall not be obligated to pay Contractor for 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. Invoices shall contain:

- 1) The title of the Program: Case Management and Medi-Cal Waiver Program;
- 2) Names and titles of all personnel for which reimbursement is being requested;
- 3) Names of clients, dates of service, and hours of services provided; and
- 4) The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

E. Compensation for services shall be paid as described in Part IV of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

Aging & Adult Services - San Mateo County  
Attention: Social Worker Supervisor, AIDS Program  
225 - 37<sup>th</sup> Avenue  
San Mateo, CA 94403

F. Contractor shall submit no claim to, demand or otherwise collect reimbursement from individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment or third party share of cost. Contractor shall accept Medi-Cal Waiver and Case Management Program (CMP) reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations.

G. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

H. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention and disposal. Contractor assumes full financial risk for services provided without authorization of the Nurse Case Manager. Contractor shall ensure that employees' training and preparation conform to the requirements of the program and that all required licenses are current. Contractor shall maintain licensure and certification requirements at all times during this Agreement.

I. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. The Contractor shall prevent employees,

consultants, or members of governing bodies from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.

- J. Contractor, its agents, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Department of Health Services in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- K. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and the State, specifically the AIDS Medi-Cal Waiver Contract and AIDS Case Management Contract of which this Agreement is a part.

## **PART II NURSING FACILITY LEVEL OF CARE (NF/LOC) SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

To qualify for Nursing Facility care services, a client must have at the least a medical condition that needs an out-of-home protective living arrangement with 24-hour supervision and skilled nursing care or observation on an ongoing intermittent basis to abate health deterioration. Nursing Facility care services emphasize care aimed at preventing or delaying acute episodes of physical or mental illness and encouragement of individual client independence to the extent of his or her ability. Use the following description as a guide for determining appropriate placement:

1. The complexity of the client's medical problems is such that he or she requires skilled nursing care or observation on an ongoing intermittent basis and 24-hour supervision to meet his or her health needs.
2. Medications may be mainly supportive or stabilizing but still require professional nurse observation for response and effect on an intermittent basis.
3. Diet may be of a special type; client may need assistance in feeding him/herself.
4. The client may require assistance or supervision in personal care, such as in bathing or dressing.

5. The client may need encouragement in restorative measures for increasing and strengthening his or her functional capacity to work toward greater independence.
6. The client may have some degree of vision, hearing, or sensory loss.
7. The client may have limitation in movement.
8. The client may be incontinent of urine and/or bowels.
9. The client may exhibit some mild confusion or depression; however, his or her behavior must be stabilized to such an extent that it poses no threat to him/herself or others.

### **PART III SCOPE OF WORK SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

- A. Contractor shall carry out the following duties and responsibilities for patients/clients referred by County and accepted for service by Contractor for attendant care, skilled nursing, and/or homemaker care. These duties and responsibilities are included herein, and incorporated hereto.
- B. Contractor shall submit reports to the social worker supervisor or his/her designee, pursuant to Scope of Work for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the social worker supervisor or his/her designee, in the same format as set forth in Part VI of this schedule.
- C. Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.
- D. Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.

- E. In the event the Contractor prepares any publication as part of the work funded by the State of California under the primary contracts, such publication is subject to prior review and approval by the County and the State of California as having provided funds, whether in whole or in a part, for the production of said materials.

#### ATTENDANT CARE

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **attendant care**.

- a. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
- b. Copy of Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Attendant Worksheet.
- c. Attendants shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- d. Contractor shall provide an RN one time at least every sixty-two (62) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report (Part VI), and submit the report to the social worker supervisor.
- e. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.
- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.
- h. Contractor shall assure verification in employee personnel file of current Certified

Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this Agreement.

### REGISTERED NURSE CARE

Contractor shall carry out the following duties and responsibilities for patients referred by the County and accepted for service by the Contractor for **registered nurse care**.

- a. Accept referrals for registered nurse care from the County for requested service.
- b. Provide private-duty Registered Nurse (RN) care within the guidelines for RNs licensed in the State of California and the Nurses Practice Act.
- c. Secure written orders from the patient's treating physician for type of care, frequency, and duration of service to be provided.
- d. Maintain records and reports to the extent required by state and federal laws.
- e. Assure verification in employee personnel file of current RN licensure and current IV certification for those individuals performing IV therapy and maintain licensure and certification requirements at all times during this contract.
- f. Assure that qualified registered nursing staff are available to provide needed private-duty home health care.
- g. Submit documentation of service provided with billing invoices. Documentation to include nursing notes and time cards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.
- j. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

### HOMEMAKER SERVICES

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **homemaker services**.

- a. Homemaker Services is the range of household services necessary for the maintenance of



clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.

- b. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.
- c. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Homemaker Services Worksheet.
- d. Homemakers shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- e. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.
- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

#### PSYCHO-SOCIAL COUNSELING

Contractor shall carry out the following duties and responsibilities for patient/clients referred by County and accepted for service by Contractor for **psycho-social counseling**.

- a. Psycho-social counselor - an individual licensed by the State of California as: Licensed

Clinical Social Worker (LCSW); Master's Degree in Social Work (MSW) who would qualify for licensure as an LCSW within two years of employment; Marriage, Family and Child Counselor (MFCC); an individual with the following: Clinical Psychologist at a Ph.D. level; Nurse with a Master's Degree (Psychiatric Mental Health Nurse) or a Nurse with a Bachelor's Degree and four years of supervised outpatient experience in a community mental health program.

- b. Accept referrals for psycho-social counseling from County for requested service.
- c. For the purpose of this Agreement, psycho-social counseling refers to bereavement and supportive therapy to patients with life-threatening and terminal illness.
- d. Psycho-social counseling when appropriate will be provided to patients/clients either individually, or with life partners and family, however broadly defined.
- e. Maintain records and reports to the extent required by state and federal laws.
- f. Ensure current licensing information is maintained in employee's personnel file at all times.
- g. Submit monthly documentation of service provided with billing invoices. Documentation to include date counseling session provided to patient/client, brief paragraph describing patient's response to counseling, and timecards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with the San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.

**PART IV REIMBURSEMENT RATES SPECIFIC TO AIDS WAIVER AND  
CASE MANAGEMENT PROGRAMS**

The following are maximum allowable rates for contracted services for enrolled patients' clients for the AIDS Case Management and Medi-Cal Waiver Programs of San Mateo County:

<u>SERVICES</u>	<u>RATES</u>
Skilled Nursing Care (RN)	\$40.57/Hour
Skilled Nursing Care (LVN)	\$29.41/Hour
Psycho Social Counseling	\$33.48/Hour
Attendant Care	\$18.90/Hour
Homemaker Services	\$11.56Hour

Providers of service may also bill up to **one (1) additional hour per visit** for actual travel associated with providing skilled nursing care, attendant care, homemaker services, and psychosocial counseling.

**SAMPLE OF RATE STRUCTURE**

**RN CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$40.57	\$ 81.14	\$81.14
2 Hours	1 Hour	\$40.57	\$121.71	\$60.86
3 Hours	1 Hour	\$40.57	\$162.28	\$54.09
4 Hours	1 Hour	\$40.57	\$202.85	\$50.71
5 Hours	1 Hour	\$40.57	\$243.42	\$48.68
6 Hours	1 Hour	\$40.57	\$283.99	\$47.33
7 Hours	1 Hour	\$40.57	\$324.56	\$46.37
8 Hours	1 Hour	\$40.57	\$365.13	\$45.64

**LVN CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$29.41	\$ 58.82	\$58.82
2 Hours	1 Hour	\$29.41	\$ 88.23	\$44.12
3 Hours	1 Hour	\$29.41	\$117.64	\$39.21
4 Hours	1 Hour	\$29.41	\$147.05	\$36.76
5 Hours	1 Hour	\$29.41	\$176.46	\$35.29
6 Hours	1 Hour	\$29.41	\$205.87	\$34.31
7 Hours	1 Hour	\$29.41	\$235.28	\$33.61
8 Hours	1 Hour	\$29.41	\$264.69	\$33.09

**PSYCHO-SOCIAL COUNSELING:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$33.48	\$ 66.96	\$66.96
2 Hours	1 Hour	\$33.48	\$ 100.44	\$50.22
3 Hours	1 Hour	\$33.48	\$133.92	\$44.64
4 Hours	1 Hour	\$33.48	\$167.40	\$41.85
5 Hours	1 Hour	\$33.48	\$200.88	\$40.18
6 Hours	1 Hour	\$33.48	\$234.36	\$39.06
7 Hours	1 Hour	\$33.48	\$267.84	\$38.26
8 Hours	1 Hour	\$33.48	\$301.32	\$37.67

**ATTENDANT CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$18.90	\$ 37.80	\$37.80
2 Hours	1 Hour	\$18.90	\$ 56.70	\$28.35
3 Hours	1 Hour	\$18.90	\$ 75.60	\$25.20
4 Hours	1 Hour	\$18.90	\$ 94.50	\$23.63
5 Hours	1 Hour	\$18.90	\$113.40	\$22.68
6 Hours	1 Hour	\$18.90	\$132.30	\$22.05
7 Hours	1 Hour	\$18.90	\$151.20	\$21.60
8 Hours	1 Hour	\$18.90	\$170.10	\$21.26

**HOMEMAKER:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$11.56	\$ 23.12	\$23.12
2 Hours	1 Hour	\$11.56	\$ 34.68	\$17.34
3 Hours	1 Hour	\$11.56	\$ 46.24	\$15.41
4 Hours	1 Hour	\$11.56	\$ 57.80	\$14.45
5 Hours	1 Hour	\$11.56	\$ 69.36	\$13.87
6 Hours	1 Hour	\$11.56	\$ 80.92	\$13.49
7 Hours	1 Hour	\$11.56	\$ 92.48	\$13.21
8 Hours	1 Hour	\$11.56	\$104.04	\$13.01

Rates subject to change. Contract rates will be subject to change following thirty (30) days written notice.

AIDS CASE MANAGEMENT AND  
MEDI-CAL WAIVER PROGRAMS OF  
PROGRAM OF SAN MATEO COUNTY

AT HOME HEALTH CARE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**PART V CENTER FOR DISEASE INFECTION CONTROL GUIDELINES  
SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT  
PROGRAMS**

**(Recommended for the Care of the Person with AIDS at Home.)**

These guidelines are the basis for infection control and are based upon Center for Disease Control (CDC) recommendations.

1. Handwashing

Handwashing is the single most important way to prevent the spread of an infectious organism. Soap and water should be used at all times. Handwashing should be done before and after all aspects of patient care, including preparation and serving of meals to patients/clients in their homes. If running water is not available, gloves should be worn. Handwashing is advised after removing and disposing of gloves.

2. Gloves

Gloves serve to block the transmission of any infectious agent to a potential host. The caregiver should wear gloves in the following situations:

- a. When caring for open skin lesions or wounds.
- b. When handling secretions or excretions, such as emesis, urine, stool, blood, or wound secretions.
- c. When handling soiled diapers, incontinence pads, linens, or clothing.
- d. When providing oral care if contact with oral lesions or blood is likely.
- e. When providing perineal care to the person who is incontinent or to a woman who is menstruating or who has postpartum bleeding.

Gloves are not required when bathing AIDS patients without skin lesions, when assisting AIDS patients with transfers or ambulation, when feeding AIDS patients, or when talking with or counseling an AIDS patient.

3. Protective Smocks

Protective smocks are not required for routine caregiving, but aprons or gowns may be used if soiling of the caregiver or his/her clothing is likely.

4. Handling of Needles and Other Sharp Instruments

Needles, scalpels, and other sharp instruments must be handled with particular caution because the virus is capable of being transmitted through blood contact. Needles should not be recapped or resheathed after use, but disposed of intact in a puncture-resistant container.

5. Disposal of Supplies

Soiled disposable supplies used in the care of the person with AIDS (gloves, diapers, incontinence pads, toilet paper, dressing supplies, respiratory therapy tubing, or nebulizers) may be placed in a heavy-duty plastic bag which can be securely fastened at the top. If a heavy-duty plastic bag is not available, double-bagging should be done. Removal of these plastic bags should be in a regular trash disposal system.

6. Environmental Safety

Environmental safety is maintained by usual household cleaning methods. Standard household detergents are appropriate to maintain a safe environment for the person with AIDS and other members of his/her household.

For floor or counter surfaces soiled by secretions or excretions and for removal of surface debris, cleansing with hot, soapy water, followed by disinfecting with a 10-percent bleach solution (1 part bleach, 9 parts water) is adequate. The bleach solution also can be used to disinfect the toilet, tub, and shower after routine cleaning.

Bedpans and commodes should be cleaned regularly with household detergents and hot water. Soiled linens or clothing may be laundered in the household or laundromat washing machine. One cup of bleach, along with the regular detergent, should be added to water prior to placing clothes in the washer. (This procedure will help prevent discoloring of clothes.)

Items that are shared with other patients, such as toilets, showers, or bedpans, do not require different handling or cleansing. The cleaning procedures described earlier are sufficient: removing surface debris, cleaning with hot, soapy water, and disinfecting with a 10-percent bleach solution.

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated. Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.

7. Pets

Pets may pose a particular threat to the person with AIDS. Organisms sometimes present in the excrement of cats, birds, and fish may cause serious illness because the immune system of the person with AIDS is compromised. As a result, for patients who wish to keep pets, someone other than the person with AIDS should be responsible for cleaning the bird cage, cat litter box, or fish tank.

PREGNANT CAREGIVERS AND AIDS

Women who are pregnant, or who may be pregnant, should be excused from providing direct care to a person with AIDS. The rationale for this policy is that persons with AIDS are prone to two viruses -- cytomegalovirus and herpes virus -- which have been known to cause serious birth defects and/or spontaneous abortions (miscarriages). Although the infection control guidelines discussed earlier would prevent caregivers from acquiring these infections if followed, the serious harmful effects to the fetus of these viruses require particular caution. Further support for this position is found in the restriction of pregnant women from other potential occupational exposures, such as radiation therapy, which pose a threat to the fetus.

DURABLE MEDICAL EQUIPMENT WITH AIDS

The management and cleaning of durable medical equipment (DME) is an issue of particular concern for home health care providers caring for persons with AIDS. The CDC has issued no specific guidelines for the provision or cleaning of DME used in the home of a person with AIDS. However, the CDC has recommended the use of a 10-percent bleach solution wipe down of soiled DME that cannot be sterilized by ethyl oxide or autoclaved. Most DME used at home for patients with AIDS (hospital beds, commodes, walkers, wheelchairs) cannot be autoclaved or sterilized.

AIDS CASE MANAGEMENT AND  
WAIVER PROGRAM OF  
SAN MATEO COUNTY

AT HOME HEALTH CARE

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

At Home Health Care

Signature: 

Title: Executive VP

Date: 8-1-01

**PART VI FORMS SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAM**

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SAN MATEO COUNTY ATTENDANT WORKSHEET**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

	YES		YES
Bath; type:		Help with Ambulation	
Oral Hygiene		Transfer	
Shampoo		Exercises	
Comb Hair		Meal Preparation	
Apply Lotion		Special Diet:	
Gentle Massage		Shopping	
Skin Care		Light Housekeeping	
Shave		Dishes	
Assist with Dressing		Bathroom	
Perineal Care		Linen Change	
Catheter Care		Laundry	
Toileting		Dusting, Vacuum, Iron	
Emotional Support		Clean Floors	

Special Instructions: \_\_\_\_\_

Projected Hours of Service: \_\_\_\_\_

Days of Week \_\_\_\_\_ Hours/Day \_\_\_\_\_

Daytime Emergency Contact Person: ALEX BRAMMER Phone: (650) 368-1182

San Mateo County

Social Worker Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

**ATTENDANT CANNOT:** Dispense medication, handle finances, pay bills, move heavy furniture, wash walls or windows.

Family or responsible party to call San Mateo County and attendant care provider regarding any changes in schedule. AIDS Case Management and Medi-Cal Waiver Program of San Mateo County telephone number is (650) 573-3900. **AIDS CASE MANAGEMENT AND WAIVER**



**PROGRAM OF SAN MATEO COUNTY  
BI-WEEKLY NURSING ATTENDANT HOME CARE REPORT**

Dates Covered by this Report: From \_\_\_\_\_ to \_\_\_\_\_

Date of this Report: \_\_\_\_\_

Client Name: \_\_\_\_\_ Client Karnofsky Scale Status: \_\_\_\_\_

Current Diagnosis: \_\_\_\_\_

SINCE LAST REPORT HAS THERE BEEN:		PATIENT NEEDS HELP WITH:	ASSESSMENT
	Yes/No		Vital Signs:
Deterioration in Health Status?	<input type="checkbox"/>	Personal Care	B/P
Change in Plan of Care?	<input type="checkbox"/>	Housekeeping	Pulse
Deterioration in Mental Status?	<input type="checkbox"/>	Meal Preparation	Respiration
Deterioration in Independence?	<input type="checkbox"/>	Ambulation	Skin Condition
Is Level of Care Appropriate?	<input type="checkbox"/>	Shopping	Continence
Is Amount of Attendant Care Adequate? If not, how much more is needed? _____ Hours	<input type="checkbox"/>	Laundry	Oral Hygiene
	<input type="checkbox"/>	Catheter Care	Nails/Hair
	<input type="checkbox"/>	Skin Care	Safety
Hospitalization?	<input type="checkbox"/>	Other	

Name of Hospital: \_\_\_\_\_ ( ) Unknown

Date of Admission: \_\_\_\_\_ ( ) N/A

Assistive Devices in the Home: \_\_\_\_\_

Report Between Patient and Attendant(s): \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SANMATEO COUNTY  
HOMEMAKER WORKSHEET**

CONTRACTOR'S NAME:			
Patient Last Name	First Name	Patient Signature	
<p align="center">Vital Signs</p> Temp _____ BP _____ Resp. _____ BP _____	<p align="center">Activity</p> <input type="checkbox"/> Transfer to Wheelchair <input type="checkbox"/> Range of Motion <input type="checkbox"/> Frequent Turning <input type="checkbox"/> Ambulation <input type="checkbox"/> Walker/Cane/Crutches	<p align="center">Household</p> <input type="checkbox"/> Shopping <input type="checkbox"/> Laundry <input type="checkbox"/> Area Cleaned	<p align="center">Patient Seemed:</p> <input type="checkbox"/> Alert <input type="checkbox"/> Awake <input type="checkbox"/> Forgetful <input type="checkbox"/> Confused
<p align="center">Toileting Assistance</p> <input type="checkbox"/> Bathroom/Commode/Bedpan <input type="checkbox"/> Bathroom Privileges <input type="checkbox"/> Patient is Incontinent <input type="checkbox"/> Patient had BM ____	<p align="center">Nutrition</p> <input type="checkbox"/> Meal Preparation <input type="checkbox"/> Feeding <input type="checkbox"/> Fluid <input type="checkbox"/> Push/Restrict	<input type="checkbox"/> Intake _____ <input type="checkbox"/> Output _____	
Comments:			
HHA/Attendant Signature	Time In:	Time Out:	Date:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: AT HOME HEALTH CARE
Contact Person:
Address:
Phone Number: Fax Number:

II Employees

Does the Contractor have any employees? X Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes X No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- X Yes, the Contractor complies by offering equal benefits...
[ ] Yes, the Contractor complies by offering a cash equivalent payment...
M ~~[ ]~~ No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement...

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 15 day of AUG, 2001 at REDWOOD CITY, CA (City) (State)

[Signature]
Signature
EXECUTIVE VP
Title

R.J. BROCK
Name (Please Print)
94-3168142
Contractor Tax Identification Number

**REPORT OF  
INDEPENDENT CONTRACTOR(S)**



05420700

See detailed instructions on page 2. Please type or print.

**SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):**

DATE	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF FORMS NEEDED
SERVICE-RECIPIENT NAME / BUSINESS NAME			CONTACT PERSON	
ADDRESS			TELEPHONE NO.	
CITY			STATE	ZIP

**SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):**

FIRST NAME	MI	LAST NAME		
AT HOME CARE				
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT.	
943168142	160	BIRCH ST	B	
CITY	STATE	ZIP		
REOWOOD CITY	CA	94062		
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING	
070101	400,000.00	063002	<input type="checkbox"/>	

FIRST NAME	MI	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT.	
CITY	STATE	ZIP		
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING	
			<input type="checkbox"/>	

FIRST NAME	MI	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT.	
CITY	STATE	ZIP		
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING	
			<input type="checkbox"/>	

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321

FROM: Raymond Swope, County Counsel  
Telephone X 4759, Fax 363-4034, Pony CCO 111

SUBJECT: Approval of Board Memo, Resolution and Agreements with:  
  
At Home Health Care, Medical Care Professionals, Nurse Providers, Inc.,  
Older Adults Care Management, and Rainbow Home Care Services


DATE SUBMITTED: July 25, 2001

CONTRACT PERIOD: July 1, 2001 to June 30, 2002

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$460,00, funding is a blend of state and federal funds from CDA,  
Department of Social Services, Department of Health Services, and County's Master State  
Agreement for AIDS.

COUNTY COUNSEL'S OFFICE HAS REVIEWED AND HEREBY APPROVED AS TO  
FORM THE AGREEMENT STIPULATED ABOVE.

APPROVED BY:  8/2/01  
DEPUTY COUNTY COUNSEL DATE

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

Number of pages faxed 5

DATE: July 27, 2001  
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163  
FROM: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: At Home Health Care.

DO THEY TRAVEL?: yes

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Contractor provides Home Health Care Services for clients of the AIDS Case Management/Waiver, Adult Protective Services/Intake, Linkages and Multipurpose Senior Services Programs.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$/M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability	<u>\$/M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Professional Liability	<u>n/a</u>	<u>_____</u>	<u>✓</u>	<u>_____</u>
Worker's Compensation	<u>\$/M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS

SIGNATURE

DATE



7-31-01

# ACORD CERTIFICATE OF LIABILITY

T-816 P.02/04 F-819

PRODUCER (916)286-5960 FAX  
 Sacramento 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

INSURED The Brock Group Inc  
 160-B Birch St  
 Redwood City, CA 94062

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

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	I660461P3167TIL01	07/30/2001	07/30/2002	EACH OCCURRENCE	\$ 1,00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 10
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$ 1,00
					GENERAL AGGREGATE	\$ 2,00
					PRODUCTS - COMP/OP AGG	\$ 2,00
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	I660461P3167TIL01	07/30/2001	07/30/2002	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WE STATU-TORY LIMITS	OTH-ER
					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 is included as additional insured per form CG2010 10/93 attached

\*\*Except 10 Days Notice of Cancellation for Non-Payment of Premium\*\*

### CERTIFICATE HOLDER

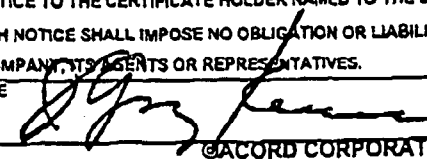
### ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

County of San Mateo  
 Aging and Adult Services  
 225 W 37th Ave  
 San Mateo, CA 94403

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 REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER: I-660-461P3167-TIL-01

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 06-25-01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES

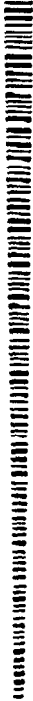
225 W 37TH AVENUE

SAN MATEO

CA 94403

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your ongoing operations performed for that insured.





## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ACORD CERTIFICATE OF LIABILITY INSURANCE** OP ID TU DATE (MM  
ATHOM-1 07/3

**PRODUCER**  
Heffernan Insurance Brokers  
1350 Carlback Ave, Suite 200  
Walnut Creek CA 94596  
Phone: 925-934-8500 Fax: 925-934-8278

**INSURED**  
At Home Health Care  
Bob Brdck  
160-B Birch Street  
Redwood City CA 94062

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: State Fund  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	76126701	01/01/01	01/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

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

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
County of San Mateo Aging & Adult Services Attn: Maria Gonzalez 225 W. 37th Avenue San Mateo CA 94403	COUNT31	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

AGREEMENT WITH MEDICAL CARE PROFESSIONALS  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called " County," and MEDICAL CARE PROFESSIONALS hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services, and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedules A and B, 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 for the Multipurpose Senior Services, Adult Protective Services, and Linkages Programs; and Schedule B for the AIDS Waiver/Case Management Program, the

amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000) collectively for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedules A and B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedules A and 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 Schedules A and B to the full satisfaction of the Director of Health Services or her designee.

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

3. Relationship of Parties

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

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary,

immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, 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 ..... \$1,000,000
- 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.

6. Non-Discrimination

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

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

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

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

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

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to



Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

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

licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

1) In the case of County, to:

San Mateo County Aging and Adult Services  
Jacqueline Toliver  
225 - 37th Avenue, Room 140  
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:

Ms. Sharon Youngberg  
Medical Care Professionals  
363 El Camino Real, Suite 215  
So. San Francisco, CA 94080

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

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

MEDICAL CARE PROFESSIONALS

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

By: S - J - J - J

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

Date: 7/26/01

ATTEST:

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

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

ATTACHMENT I

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

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and Agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Sharon Youngberg

Name of 504 Person - Type or Print

Medical Care Professionals

363 El Camino Real Ste.215

Name of Contractor(s) - Type or Print  
So. San Francisco, CA

Street Address or PO Box  
94080

City

State

Zip Code

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

7/30/01

Date

S-Y-J-J Administrator

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.

## ATTACHMENT II

Contract between COUNTY OF SAN MATEO and MEDICAL CARE PROFESSIONALS, 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 ensure 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.

**SCHEDULE A**

**MULTIPURPOSE SENIOR SERVICES,  
ADULT PROTECTIVE SERVICES /INTAKE,  
AND LINKAGES PROGRAMS**

**PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR  
SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND  
LINKAGES PROGRAMS**

- A. Contractor agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and State of which this Agreement is a part.
- B. All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Invoices shall contain:

- 1) The title of the Program: Multipurpose Senior Services, Adult Protective Services/Intake, or Linkages;
  - 2) Names and titles of all personnel for whom reimbursement is being requested;
  - 3) Names of clients, dates of service, unit type, service code, and hours of services provided; and
  - 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.
- C. Compensation for services shall be paid as described in Part II of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services  
Attention: Social Work Supervisor  
225 – 37<sup>th</sup> Avenue  
San Mateo, CA 94403

- D. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of

existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require Contractor to develop additional service units.

- E. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement. Contractor agrees to maintain and preserve until four (4) years after termination of County's Agreements with the State, and to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to, and to examine and audit, any and all pertinent books, documents, papers, and records of the Agreement related to the above named programs.
- F. Contractor shall indemnify and hold harmless State, 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 any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978.
- G. Contractor shall hold the State and individuals served under this Agreement harmless in the event County cannot or will not pay for services performed by the Contractor pursuant to this Agreement. Contractor shall be held solely and exclusively liable for any act or omission of its agents or employees as related to the services provided hereunder.
- H. Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Departments of Health Services and Aging in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- I. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention, and disposal. Contractor shall disclose no information without written authorization from San Mateo County, except for statistical information that does not identify specific clients, or as authorized by a program client with regards to information pertaining only to himself/herself. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. Contractor shall not use such information for any purpose other than carrying out the obligations under this Agreement. For the purposes of this paragraph, identity shall include but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

- J. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this Agreement.
- K. Contractor shall maintain licensure and certification requirements at all times during the term of this Agreement.
- L. 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, see Attachment I, as amended, 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, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Contractor shall send to each labor union or representative of workers with which vendor has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the Federal Government or the State, advising the labor union or worker's representative of the Contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- M. Contractor agrees to allow County, State, or Federal representatives, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County or State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that they will not unduly delay or interfere with the work being performed by Contractor.
- N. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms



and conditions of the primary contracts between County and the State, including Contract Number MS-0102-13.

- O. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement.

**PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND LINKAGES PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

Services and Rates of Payment for MEDICAL CARE PROFESSIONALS for July 1, 2001 to June 30, 2002

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
3.1	hour	Chore	\$18.00
	hour	Chore - 2 people	\$23.00
3.2	hour	Personal care	\$18.00
	hour	Personal Care - 2 people	\$23.00
3.3	visit	Health care / RN	\$85.00
	visit	Health care licensed Vocational Nurse	\$70.00
	visit	Health care OT	\$90.00
	visit	Health care PT	\$90.00
	visit	Health care ST	\$96.00
3.7	hour	Protective supervision	\$18.00
	hour	Protective Supervision - 2 people	\$23.00
	day	Day = 12 hours (night)	\$140.00
	day	Day = 12 hours (night) 2 people	\$170.00
	day	Day = 24 hours	\$185.00
	day	Day = 24 hours - 2 people	\$220.00
3.9	hour	Professional care assistance	\$18.00
	hour	Professional care assistance - 2 people	\$23.00
4.3	month	Case Management, Registered Nurse, M.A.	\$85.00

Services and Rates of Payment for MEDICAL CARE PROFESSIONALS for July 1, 2001 to June 30, 2002 (Cont'd)

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>	<u>Mileage</u>
5.1	hour	Respite in-home care	\$18.00	
	day	Respite in-home care 24-hour live-in	\$185.00	
	hour	Respite in-home care - 2 people	\$23.00	
	day	Day = 12 hours (night)	\$140.00	
	day	Day = 12 hours (night) 2 people	\$170.00	
	day	Day = 24 hours - 2 people	\$220.00	
	6.3	hour	Transportation-escort	\$18.00

**PART III DEFINITIONS OF SERVICES PROVIDED SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND LINKAGES PROGRAMS**

Chore (3.1) and Personal Care (3.2): Services are provided by trained individuals to elderly persons who need outside help to maintain independent living. Eligible clients are frail elderly individuals whose social, physical, and/or emotional impairments preclude total independent functioning but who can be maintained outside of an institution with assistance. Services will be provided in the client's place of residence.

Chore (3.1) is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

Chore (3.2) provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Purchase of toiletries and other personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship; client instruction in self care may also be provided; may also include assistance with preparation of meals but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be

cleaned up, and when bed linen is soiled it, may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

Health Care (3.3): addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.

MSSP health care is limited to: skilled nursing services, nutrition evaluation and counseling, physical therapy, occupational therapy and speech therapy. In addition to the provision of care, these professionals and paraprofessionals may train, demonstrate, and supervise clients in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Protective Supervision (3.7): ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. May also provide a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there are no other means for summoning aid.

Professional Care Assistance (PCA), (3.9): is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP). PCA is a comprehensive skilled service delivered by a certified nursing assistant (CNA) or a home health aide (HHA). The CNA/HHA works under either the supervision of a Registered Nurse (RN) employed by a home health agency or under the direction of a RN from MSSP. The specific tasks provided are the same as listed under Personal Care (3.2) above. However, the special needs and circumstances of Waiver clients require a provider who can make skilled observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a CNA/HHA is greater and more specialized than that of a provider working under the State plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver.

Case Management (4.3): for the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, at the client's request, case management may also be arranged through a qualified outside provider under contract of provider Agreement with the MSSP site. Also under this service definition, additional case-specific resources of limited duration may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social,

legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

Respite (5.1, 5.2): the purpose of respite care is to relieve the client's caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide full-time care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.

As dictated by the client's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

Transportation/escort (6.3): assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

## SCHEDULE B

### AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

#### PART I ASSURANCES SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

- A. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations, under this clause, to labor organizations with which they have a collective bargaining or other Agreement.
- B. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor
- C. Contractor agrees to make all records available upon reasonable notice at the Contractor's place of business or other mutually agreeable location in California. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Contract. Contractor agrees to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to and to examine, copy, and audit any and all pertinent books, documents, papers, and records of the Agreement related to this AIDS Case Management and Medi-Cal Waiver Program of San Mateo County and to keep the records for four (4) years after the termination of this Agreement.
- D. Contractor shall be reimbursed no more frequently than monthly in arrears upon submission of invoices for actual expenses incurred by Contractor. Invoices shall be submitted on Contractor's letterhead. Contractor agrees, upon reasonable notice, to make available to County, State, or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed, or

accounting costs or expenses incurred in the performance of this Agreement. County shall not be obligated to pay Contractor for 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. Invoices shall contain:

- 1) The title of the Program: Case Management and Medi-Cal Waiver Program;
- 2) Names and titles of all personnel for which reimbursement is being requested;
- 3) Names of clients, dates of service, and hours of services provided; and
- 4) The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

E. Compensation for services shall be paid as described in Part IV of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

Aging & Adult Services - San Mateo County  
Attention: Social Worker Supervisor, AIDS Program  
225 - 37<sup>th</sup> Avenue  
San Mateo, CA 94403

- F. Contractor shall hold the State and individuals served under this Agreement harmless in the event County cannot or will not pay for services performed by the Contractor pursuant to this Agreement.
- G. Contractor shall submit no claim to, demand or otherwise collect reimbursement from individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment or third party share of cost. Contractor shall accept Medi-Cal Waiver and Case Management Program (CMP) reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations.
- H. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.
- I. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention and disposal. Contractor assumes full financial risk for services provided without authorization of the Nurse Case Manager. Contractor shall ensure that employees' training and preparation conform to

the requirements of the program and that all required licenses are current. Contractor shall maintain licensure and certification requirements at all times during this Agreement.

- J. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. The Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.
- K. Contractor, its agents, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Department of Health Services in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- L. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and the State, specifically the AIDS Medi-Cal Waiver Contract and AIDS Case Management Contract of which this Agreement is a part.

## **PART II NURSING FACILITY LEVEL OF CARE (NF/LOC) SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

To qualify for Nursing Facility care services, a client must have at the least a medical condition that needs an out-of-home protective living arrangement with 24-hour supervision and skilled nursing care or observation on an ongoing intermittent basis to abate health deterioration. Nursing Facility care services emphasize care aimed at preventing or delaying acute episodes of physical or mental illness and encouragement of individual client independence to the extent of his or her ability. Use the following description as a guide for determining appropriate placement:

1. The complexity of the client's medical problems is such that he or she requires skilled nursing care or observation on an ongoing intermittent basis and 24-hour supervision to meet his or her health needs.
2. Medications may be mainly supportive or stabilizing but still require professional nurse

observation for response and effect on an intermittent basis.

3. Diet may be of a special type; client may need assistance in feeding him/herself.
4. The client may require assistance or supervision in personal care, such as in bathing or dressing.
5. The client may need encouragement in restorative measures for increasing and strengthening his or her functional capacity to work toward greater independence.
6. The client may have some degree of vision, hearing, or sensory loss.
7. The client may have limitation in movement.
8. The client may be incontinent of urine and/or bowels.
9. The client may exhibit some mild confusion or depression; however, his or her behavior must be stabilized to such an extent that it poses no threat to him/herself or others.

### **PART III SCOPE OF WORK SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

- A. Contractor shall carry out the following duties and responsibilities for patients/clients referred by County and accepted for service by Contractor for attendant care, skilled nursing, and/or homemaker care. These duties and responsibilities are included herein, and incorporated hereto.
- B. Contractor shall submit reports to the social worker supervisor or his/her designee, pursuant to Scope of Work for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the social worker supervisor or his/her designee, in the same format as set forth in Part VI of this schedule.



- C. Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.
- D. Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.
- E. In the event the Contractor prepares any publication as part of the work funded by the State of California under the primary contracts, such publication is subject to prior review and approval by the County and the State of California as having provided funds, whether in whole or in a part, for the production of said materials.

#### ATTENDANT CARE

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **attendant care**.

- a. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
- b. Copy of Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Attendant Worksheet.
- c. Attendants shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- d. Contractor shall provide an RN one time at least every sixty-two (62) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report (Part VI), and submit the report to the social worker supervisor.
- e. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee

semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.

- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.
- h. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this Agreement.

#### REGISTERED NURSE CARE

Contractor shall carry out the following duties and responsibilities for patients referred by the County and accepted for service by the Contractor for **registered nurse care**.

- a. Accept referrals for registered nurse care from the County for requested service.
- b. Provide private-duty Registered Nurse (RN) care within the guidelines for RNs licensed in the State of California and the Nurses Practice Act.
- c. Secure written orders from the patient's treating physician for type of care, frequency, and duration of service to be provided.
- d. Maintain records and reports to the extent required by state and federal laws.
- e. Assure verification in employee personnel file of current RN licensure and current IV certification for those individuals performing IV therapy and maintain licensure and certification requirements at all times during this contract.
- f. Assure that qualified registered nursing staff are available to provide needed private-duty home health care.
- g. Submit documentation of service provided with billing invoices. Documentation to include nursing notes and time cards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.
- j. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

## HOMEMAKER SERVICES

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **homemaker services**.

- a. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
- b. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.
- c. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Homemaker Services Worksheet.
- d. Homemakers shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- e. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.
- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

## PSYCHO-SOCIAL COUNSELING

Contractor shall carry out the following duties and responsibilities for patient/clients referred by County and accepted for service by Contractor for **psycho-social counseling**.

- a. Psycho-social counselor - an individual licensed by the State of California as: Licensed Clinical Social Worker (LCSW); Master's Degree in Social Work (MSW) who would qualify for licensure as an LCSW within two years of employment; Marriage, Family and Child Counselor (MFCC); an individual with the following: Clinical Psychologist at a Ph.D. level; Nurse with a Master's Degree (Psychiatric Mental Health Nurse) or a Nurse with a Bachelor's Degree and four years of supervised outpatient experience in a community mental health program.
- b. Accept referrals for psycho-social counseling from County for requested service.
- c. For the purpose of this Agreement, psycho-social counseling refers to bereavement and supportive therapy to patients with life-threatening and terminal illness.
- d. Psycho-social counseling when appropriate will be provided to patients/clients either individually, or with life partners and family, however broadly defined.
- e. Maintain records and reports to the extent required by state and federal laws.
- f. Ensure current licensing information is maintained in employee's personnel file at all times.
- g. Submit monthly documentation of service provided with billing invoices. Documentation to include date counseling session provided to patient/client, brief paragraph describing patient's response to counseling, and timecards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with the San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.

**PART IV REIMBURSEMENT RATES SPECIFIC TO AIDS WAIVER AND  
CASE MANAGEMENT PROGRAMS**

The following are maximum allowable rates for contracted services for enrolled patients/clients for the AIDS Case Management and Medi-Cal Waiver Programs of San Mateo County:

<u>SERVICES</u>	<u>RATES</u>
Skilled Nursing Care (RN)	\$40.57/Hour
Skilled Nursing Care (LVN)	\$29.41/Hour
Psycho Social Counseling	\$33.48/Hour
Attendant Care	\$18.90/Hour
Homemaker Services	\$11.56Hour

Providers of service may also bill up to **one (1) additional hour per visit** for actual travel associated with providing skilled nursing care, attendant care, homemaker services, and psychosocial counseling.

**SAMPLE OF RATE STRUCTURE**

**RN CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$40.57	\$ 81.14	\$81.14
2 Hours	1 Hour	\$40.57	\$121.71	\$60.86
3 Hours	1 Hour	\$40.57	\$162.28	\$54.09
4 Hours	1 Hour	\$40.57	\$202.85	\$50.71
5 Hours	1 Hour	\$40.57	\$243.42	\$48.68
6 Hours	1 Hour	\$40.57	\$283.99	\$47.33
7 Hours	1 Hour	\$40.57	\$324.56	\$46.37
8 Hours	1 Hour	\$40.57	\$365.13	\$45.64

**LVN CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$29.41	\$ 58.82	\$58.82
2 Hours	1 Hour	\$29.41	\$ 88.23	\$44.12
3 Hours	1 Hour	\$29.41	\$117.64	\$39.21
4 Hours	1 Hour	\$29.41	\$147.05	\$36.76
5 Hours	1 Hour	\$29.41	\$176.46	\$35.29
6 Hours	1 Hour	\$29.41	\$205.87	\$34.31
7 Hours	1 Hour	\$29.41	\$235.28	\$33.61
8 Hours	1 Hour	\$29.41	\$264.69	\$33.09

**PSYCHO-SOCIAL COUNSELING:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$33.48	\$ 66.96	\$66.96
2 Hours	1 Hour	\$33.48	\$ 100.44	\$50.22
3 Hours	1 Hour	\$33.48	\$133.92	\$44.64
4 Hours	1 Hour	\$33.48	\$167.40	\$41.85
5 Hours	1 Hour	\$33.48	\$200.88	\$40.18
6 Hours	1 Hour	\$33.48	\$234.36	\$39.06
7 Hours	1 Hour	\$33.48	\$267.84	\$38.26
8 Hours	1 Hour	\$33.48	\$301.32	\$37.67

**ATTENDANT CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$18.90	\$ 37.80	\$37.80
2 Hours	1 Hour	\$18.90	\$ 56.70	\$28.35
3 Hours	1 Hour	\$18.90	\$ 75.60	\$25.20
4 Hours	1 Hour	\$18.90	\$ 94.50	\$23.63
5 Hours	1 Hour	\$18.90	\$113.40	\$22.68
6 Hours	1 Hour	\$18.90	\$132.30	\$22.05
7 Hours	1 Hour	\$18.90	\$151.20	\$21.60
8 Hours	1 Hour	\$18.90	\$170.10	\$21.26

**HOMEMAKER:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$11.56	\$ 23.12	\$23.12
2 Hours	1 Hour	\$11.56	\$ 34.68	\$17.34
3 Hours	1 Hour	\$11.56	\$ 46.24	\$15.41
4 Hours	1 Hour	\$11.56	\$ 57.80	\$14.45
5 Hours	1 Hour	\$11.56	\$ 69.36	\$13.87
6 Hours	1 Hour	\$11.56	\$ 80.92	\$13.49
7 Hours	1 Hour	\$11.56	\$ 92.48	\$13.21
8 Hours	1 Hour	\$11.56	\$104.04	\$13.01

Rates subject to change. Contract rates will be subject to change following thirty (30) days written notice.

AIDS CASE MANAGEMENT AND  
MEDI-CAL WAIVER PROGRAMS OF  
PROGRAM OF SAN MATEO COUNTY

MEDICAL CARE PROFESSIONALS

Signature: \_\_\_\_\_

Signature: S. Y. [Signature]

Title: \_\_\_\_\_

Title: Administrator

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

Date: 7/30/01

**PART V CENTER FOR DISEASE INFECTION CONTROL GUIDELINES  
SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT  
PROGRAMS**

**(Recommended for the Care of the Person with AIDS at Home.)**

These guidelines are the basis for infection control and are based upon Center for Disease Control (CDC) recommendations.

1. Handwashing

Handwashing is the single most important way to prevent the spread of an infectious organism. Soap and water should be used at all times. Handwashing should be done before and after all aspects of patient care, including preparation and serving of meals to patients/clients in their homes. If running water is not available, gloves should be worn. Handwashing is advised after removing and disposing of gloves.

2. Gloves

Gloves serve to block the transmission of any infectious agent to a potential host. The caregiver should wear gloves in the following situations:

- a. When caring for open skin lesions or wounds.
- b. When handling secretions or excretions, such as emesis, urine, stool, blood, or wound secretions.
- c. When handling soiled diapers, incontinence pads, linens, or clothing.
- d. When providing oral care if contact with oral lesions or blood is likely.
- e. When providing perineal care to the person who is incontinent or to a woman who is menstruating or who has postpartum bleeding.

Gloves are not required when bathing AIDS patients without skin lesions, when assisting AIDS patients with transfers or ambulation, when feeding AIDS patients, or when talking with or counseling an AIDS patient.

3. Protective Smocks

Protective smocks are not required for routine caregiving, but aprons or gowns may be used if soiling of the caregiver or his/her clothing is likely.

4. Handling of Needles and Other Sharp Instruments

Needles, scalpels, and other sharp instruments must be handled with particular caution because the virus is capable of being transmitted through blood contact. Needles should not be recapped or resheathed after use, but disposed of intact in a puncture-resistant container.

5. Disposal of Supplies

Soiled disposable supplies used in the care of the person with AIDS (gloves, diapers, incontinence pads, toilet paper, dressing supplies, respiratory therapy tubing, or nebulizers) may be placed in a heavy-duty plastic bag which can be securely fastened at the top. If a heavy-duty plastic bag is not available, double-bagging should be done. Removal of these plastic bags should be in a regular trash disposal system.

6. Environmental Safety

Environmental safety is maintained by usual household cleaning methods. Standard household detergents are appropriate to maintain a safe environment for the person with AIDS and other members of his/her household.

For floor or counter surfaces soiled by secretions or excretions and for removal of surface debris, cleansing with hot, soapy water, followed by disinfecting with a 10-percent bleach solution (1 part bleach, 9 parts water) is adequate. The bleach solution also can be used to disinfect the toilet, tub, and shower after routine cleaning.

Bedpans and commodes should be cleaned regularly with household detergents and hot water. Soiled linens or clothing may be laundered in the household or laundromat washing machine. One cup of bleach, along with the regular detergent, should be added to water prior to placing clothes in the washer. (This procedure will help prevent discoloring of clothes.)

Items that are shared with other patients, such as toilets, showers, or bedpans, do not require different handling or cleansing. The cleaning procedures described earlier are sufficient: removing surface debris, cleaning with hot, soapy water, and disinfecting with a 10-percent bleach solution.

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated. Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.



7. Pets

Pets may pose a particular threat to the person with AIDS. Organisms sometimes present in the excrement of cats, birds, and fish may cause serious illness because the immune system of the person with AIDS is compromised. As a result, for patients who wish to keep pets, someone other than the person with AIDS should be responsible for cleaning the bird cage, cat litter box, or fish tank.

PREGNANT CAREGIVERS AND AIDS

Women who are pregnant, or who may be pregnant, should be excused from providing direct care to a person with AIDS. The rationale for this policy is that persons with AIDS are prone to two viruses -- cytomegalovirus and herpes virus -- which have been known to cause serious birth defects and/or spontaneous abortions (miscarriages). Although the infection control guidelines discussed earlier would prevent caregivers from acquiring these infections if followed, the serious harmful effects to the fetus of these viruses require particular caution. Further support for this position is found in the restriction of pregnant women from other potential occupational exposures, such as radiation therapy, which pose a threat to the fetus.

DURABLE MEDICAL EQUIPMENT WITH AIDS

The management and cleaning of durable medical equipment (DME) is an issue of particular concern for home health care providers caring for persons with AIDS. The CDC has issued no specific guidelines for the provision or cleaning of DME used in the home of a person with AIDS. However, the CDC has recommended the use of a 10-percent bleach solution wipe down of soiled DME that cannot be sterilized by ethyl oxide or autoclaved. Most DME used at home for patients with AIDS (hospital beds, commodes, walkers, wheelchairs) cannot be autoclaved or sterilized.

AIDS CASE MANAGEMENT AND  
WAIVER PROGRAM OF  
SAN MATEO COUNTY

MEDICAL CARE PROFESSIONALS

Signature: \_\_\_\_\_

Signature: S - V J J, RW

Title: \_\_\_\_\_

Title: Administrator

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

Date: 7/30/01

**PART VI FORMS SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAM**

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SAN MATEO COUNTY ATTENDANT WORKSHEET**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

	YES		YES
Bath; type:		Help with Ambulation	
Oral Hygiene		Transfer	
Shampoo		Exercises	
Comb Hair		Meal Preparation	
Apply Lotion		Special Diet:	
Gentle Massage		Shopping	
Skin Care		Light Housekeeping	
Shave		Dishes	
Assist with Dressing		Bathroom	
Perineal Care		Linen Change	
Catheter Care		Laundry	
Toileting		Dusting, Vacuum, Iron	
Emotional Support		Clean Floors	

Special Instructions: \_\_\_\_\_

Projected Hours of Service: \_\_\_\_\_

Days of Week

Hours/Day

Daytime Emergency

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

San Mateo County

Social Worker Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

**ATTENDANT CANNOT:** Dispense medication, handle finances, pay bills, move heavy furniture, wash walls or windows.

Family or responsible party to call San Mateo County and attendant care provider regarding any changes in schedule. AIDS Case Management and Medi-Cal Waiver Program of San Mateo County telephone number is (650) 573-3900. **AIDS CASE MANAGEMENT AND WAIVER**

**PROGRAM OF SAN MATEO COUNTY  
BI-WEEKLY NURSING ATTENDANT HOME CARE REPORT**

Dates Covered by this Report: From \_\_\_\_\_ to \_\_\_\_\_

Date of this Report: \_\_\_\_\_

Client Name: \_\_\_\_\_ Client Karnofsky Scale Status: \_\_\_\_\_

Current Diagnosis: \_\_\_\_\_

SINCE LAST REPORT HAS THERE BEEN:		PATIENT NEEDS HELP WITH:	ASSESSMENT
	Yes/No		Vital Signs:
Deterioration in Health Status?	<input type="checkbox"/>	Personal Care	B/P
Change in Plan of Care?	<input type="checkbox"/>	Housekeeping	Pulse
Deterioration in Mental Status?	<input type="checkbox"/>	Meal Preparation	Respiration
Deterioration in Independence?	<input type="checkbox"/>	Ambulation	Skin Condition
Is Level of Care Appropriate?	<input type="checkbox"/>	Shopping	Continenence
Is Amount of Attendant Care Adequate? If not, how much more is needed? _____ Hours	<input type="checkbox"/>	Laundry	Oral Hygiene
	<input type="checkbox"/>	Catheter Care	Nails/Hair
	<input type="checkbox"/>	Skin Care	Safety
Hospitalization?	<input type="checkbox"/>	Other	

Name of Hospital: \_\_\_\_\_ ( ) Unknown

Date of Admission: \_\_\_\_\_ ( ) N/A

Assistive Devices in the Home: \_\_\_\_\_

Rapport Between Patient and Attendant(s): \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SANMATEO COUNTY  
HOMEMAKER WORKSHEET**

CONTRACTOR'S NAME:			
Patient Last Name	First Name	Patient Signature	
<p align="center">Vital Signs</p> Temp _____ BP _____ Resp. _____ BP _____	<p align="center">Activity</p> <input type="checkbox"/> Transfer to Wheelchair <input type="checkbox"/> Range of Motion <input type="checkbox"/> Frequent Turning <input type="checkbox"/> Ambulation <input type="checkbox"/> Walker/Crane/Crutches	<p align="center">Household</p> <input type="checkbox"/> Shopping <input type="checkbox"/> Laundry <input type="checkbox"/> Area Cleaned	<p align="center">Patient Seemed:</p> <input type="checkbox"/> Alert <input type="checkbox"/> Awake <input type="checkbox"/> Forgetful <input type="checkbox"/> Confused
<p align="center">Toileting Assistance</p> <input type="checkbox"/> Bathroom/Commode/Bedpan <input type="checkbox"/> Bathroom Privileges <input type="checkbox"/> Patient is Incontinent <input type="checkbox"/> Patient had BM ____	<p align="center">Nutrition</p> <input type="checkbox"/> Meal Preparation <input type="checkbox"/> Feeding <input type="checkbox"/> Fluid <input type="checkbox"/> Push/Restrict	<input type="checkbox"/> Intake _____  <input type="checkbox"/> Output _____	
Comments:			
HHA/Attendant Signature	Time In:	Time Out:	Date:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Medical Care Professionals  
Contact Person: Sharon Youngberg  
Address: 363 El Camino Real Ste. 215  
So. San Francisco, CA 94080  
Phone Number: (650) 583-9898 Fax Number: (650) 583-9940

II Employees

Does the Contractor have any employees? x Yes \_\_\_ No

Does the Contractor provide benefits to spouses of employees? x 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 26 day of July, 2001 at So. San Francisco, CA 94080  
(City) (State)

S - Y - T - J  
Signature

Sharon Youngberg  
Name (Please Print)

Administrator  
Title

#94-3040151  
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.)

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

**Medical Care Professionals**

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

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

**363 El Camino Real Ste.215**

Requester's name and address (optional)

City, state, and ZIP code

**So. San Francisco, CA 94080**

**Part I** Taxpayer Identification Number (TIN) **#94-3040151**

List account numbers here (optional)

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

**94-3040151** | | | |

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

**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 ▶ *S - Y D D*

Date ▶ *7/30/01*

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

5. 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.

**REPORT OF  
INDEPENDENT CONTRACTOR(S)**



05420700

See detailed instructions on page 2. Please type or print.

**SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):**

DATE MMDDYY	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF FORMS NEEDED
MMDDYY				
SERVICE-RECIPIENT NAME / BUSINESS NAME			CONTACT PERSON	
ADDRESS			TELEPHONE NO.	
CITY			STATE	ZIP

**SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):**

FIRST NAME	MI	LAST NAME		
Medical Care		Professionals		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT	
943040151	363	El Camino Real	215	
CITY	STATE	ZIP		
San Francisco	CA	94080		
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING	
070101	460,000.00	063002	<input type="checkbox"/>	

FIRST NAME	MI	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT	
CITY	STATE	ZIP		
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING	
MMDDYY		MMDDYY	<input type="checkbox"/>	

FIRST NAME	MI	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT	
CITY	STATE	ZIP		
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING	
MMDDYY		MMDDYY	<input type="checkbox"/>	

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321

FROM: Raymond Swope, County Counsel  
Telephone X 4759, Fax 363-4034, Pony CCO 111

SUBJECT: Approval of Board Memo, Resolution and Agreements with:  
  
At Home Health Care, Medical Care Professionals, Nurse Providers, Inc.,  
Older Adults Care Management, and Rainbow Home Care Services


DATE SUBMITTED: July 25, 2001

CONTRACT PERIOD: July 1, 2001 to June 30, 2002

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$460,00, funding is a blend of state and federal funds from CDA,  
Department of Social Services, Department of Health Services, and County's Master State  
Agreement for AIDS.

COUNTY COUNSEL'S OFFICE HAS REVIEWED AND HEREBY APPROVED AS TO  
FORM THE AGREEMENT STIPULATED ABOVE.

APPROVED BY:  8/2/01  
DEPUTY COUNTY COUNSEL DATE



COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

Number of pages faxed 3

DATE: July 27, 2001  
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163  
FROM: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Medical Care Professionals

DO THEY TRAVEL?:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

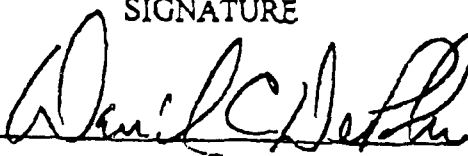
DUTIES (SPECIFIC): Contractor provides Home Health Care Services for clients of the AIDS Case Management/Waiver, Adult Protective Services/Intake, Linkages and Multipurpose Senior Services Programs.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$2M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability	<u>\$1M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Professional Liability	<u>\$1M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Worker's Compensation	<u>\$1M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS

SIGNATURE

DATE



8-1-01

# ACORD® CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**  
Smith Bell & Thompson Inc.  
40 Main Street, Suite 500  
P O Box 730  
Burlington VT 05402-0730

**INSURED**  
Medical Care Professionals  
363 El Camino Real  
Suite 215  
So. San Francisco CA 94080

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: **New Hampshire Ins. Co.**  
INSURER B: **Westport Ins. Corp.**  
INSURER C: **National Union Fire Ins.**  
INSURER D:  
INSURER E:

**COVERAGES**

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

NSP LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  33% AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	01-LX6342165-0	06/27/01	06/27/02	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPCP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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	01-LX6343165-0	06/27/01	06/27/02	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION 3				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUS: <input type="checkbox"/> <input type="checkbox"/> TORY LIMITS: <input type="checkbox"/> <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
C	<b>OTHER</b> Professional Liability Fidelity Bond	HNA6885275(C2) 363-4684	06/27/01 06/27/01	06/27/02 06/27/02	PL Per Occurrence 1,000,000 PL Aggregate 3,000,000 Fidelity Bond 25,000

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

<p><b>CERTIFICATE HOLDER</b></p> <p>San Mateo County Aging &amp; Adult Services 125 37th Avenue San Mateo CA 94403</p>	<p><b>ADDITIONAL INSURED; INSURER LETTER:</b></p> <p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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.</p> <p>AUTHORIZED REPRESENTATIVE: <i>[Signature]</i></p>
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**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 01-01-01

POLICY NUMBER: 761-01 UNIT 000082  
CERTIFICATE EXPIRES: 01-01-02

MSSP PROGRAM SAN MATEO COUNTY  
ATTN: ANNA DA MOTA  
225 W. 37TH 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

MEDICAL CARE PROFESSIONALS, INC.  
363 EL CAMINO REAL #215  
SO. SAN FRANCISCO CA 94080

LEGAL NAME

MEDICAL CARE PROFESSIONALS, INC.

PRINTED: 12-16-00 P0408

AGREEMENT WITH NURSE PROVIDERS, INC.  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called " County," and NURSE PROVIDERS, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services, and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedules A and B, 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 for the Multipurpose Senior Services, Adult Protective Services, and Linkages Programs; and Schedule B for the AIDS Waiver/Case Management Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not

exceed FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000) collectively for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedules A and B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedules A and 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 Schedules A and B to the full satisfaction of the Director of Health Services or her designee.

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

3. Relationship of Parties

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

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary,

immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, 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 .....\$1,000,000
- 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.

6. Non-Discrimination

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

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

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

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

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



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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

7. Assignments and Subcontracts

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

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

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to

Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

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

licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

1) In the case of County, to:

San Mateo County Aging and Adult Services  
Jacqueline Toliver  
225 - 37th Avenue, Room 140  
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:

Ms. Sherri Burke  
Nurse Providers, Inc.  
355 Gellert Blvd., Suite 152  
Daly City, CA 94015

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

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

NURSE PROVIDERS, INC.

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

By: Shavi Krum

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

Date: 7/27/01

ATTEST:

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

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

ATTACHMENT I

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

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and Agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ( ) employs fewer than 15 persons.
- b. (✓) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

SHERRI BURKE, RN, MBA

Name of 504 Person - Type or Print

NURSE PROVIDERS INC

305 GELLERT BLVD STE 152

Name of Contractor(s) - Type or Print

Street Address or PO Box

DALY CITY

CALIFORNIA

94015

City

State

Zip Code

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

7/27/01

Date

Sherri Burke

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.

## ATTACHMENT II

Contract between COUNTY OF SAN MATEO and NURSE PROVIDERS, 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 ensure 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.

## SCHEDULE A

### MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES /INTAKE, AND LINKAGES PROGRAMS

#### **PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND LINKAGES PROGRAMS**

- A. Contractor agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and State of which this Agreement is a part.
- B. All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Invoices shall contain:

- 1) The title of the Program: Multipurpose Senior Services, Adult Protective Services/Intake, or Linkages;
  - 2) Names and titles of all personnel for whom reimbursement is being requested;
  - 3) Names of clients, dates of service, unit type, service code, and hours of services provided; and
  - 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.
- C. Compensation for services shall be paid as described in Part II of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services  
Attention: Social Work Supervisor  
225 - 37<sup>th</sup> Avenue  
San Mateo, CA 94403

- D. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of

existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require Contractor to develop additional service units.

- E. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement. Contractor agrees to maintain and preserve until four (4) years after termination of County's Agreements with the State, and to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to, and to examine and audit, any and all pertinent books, documents, papers, and records of the Agreement related to the above named programs.
- F. Contractor shall indemnify and hold harmless State, 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 any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978.
- G. Contractor shall hold the State and individuals served under this Agreement harmless in the event County cannot or will not pay for services performed by the Contractor pursuant to this Agreement. Contractor shall be held solely and exclusively liable for any act or omission of its agents or employees as related to the services provided hereunder.
- H. Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Departments of Health Services and Aging in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- I. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention, and disposal. Contractor shall disclose no information without written authorization from San Mateo County, except for statistical information that does not identify specific clients, or as authorized by a program client with regards to information pertaining only to himself/herself. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. Contractor shall not use such information for any purpose other than carrying out the obligations under this Agreement. For the purposes of this paragraph, identity shall include but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.



- J. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this Agreement.
- K. Contractor shall maintain licensure and certification requirements at all times during the term of this Agreement.
- L. 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, see Attachment I, as amended, 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, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Contractor shall send to each labor union or representative of workers with which vendor has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the Federal Government or the State, advising the labor union or worker's representative of the Contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- M. Contractor agrees to allow County, State, or Federal representatives, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County or State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that they will not unduly delay or interfere with the work being performed by Contractor.
- N. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms

and conditions of the primary contracts between County and the State, including Contract Number MS-0102-13.

- O. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement.

**PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND LINKAGES PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

Services and Rates of Payment for NURSE PROVIDERS, INC. for July 1, 2001 to June 30, 2002

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
3.1	hour	Chore	\$18.00
	hour	Chore – 2 people	\$23.00
3.2	hour	Personal care	\$18.00
	hour	Personal Care – 2 people	\$23.00
3.3	visit	Health care / RN	\$85.00
	visit	Health care licensed Vocational Nurse	\$70.00
	visit	Health care OT	\$90.00
	visit	Health care PT	\$90.00
	visit	Health care ST	\$96.00
3.7	hour	Protective supervision	\$18.00
	hour	Protective Supervision – 2 people	\$23.00
	day	Day = 12 hours (night)	\$140.00
	day	Day = 12 hours (night) 2 people	\$170.00
	day	Day = 24 hours	\$185.00
	day	Day = 24 hours – 2 people	\$220.00
3.9	hour	Professional care assistance	\$18.00
	hour	Professional care assistance - 2 people	\$23.00
4.3	month	Case Management, Registered Nurse, M.A.	\$85.00

Services and Rates of Payment for NURSE PROVIDERS, INC. for July 1, 2001 to June 30, 2002  
(Cont'd)

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>	<u>Mileage</u>
5.1	hour	Respite in-home care	\$18.00	
	day	Respite in-home care 24-hour live-in	\$185.00	
	hour	Respite in-home care - 2 people	\$23.00	
	day	Day = 12 hours (night)	\$140.00	
	day	Day = 12 hours (night) 2 people	\$170.00	
	day	Day = 24 hours - 2 people	\$220.00	
6.3	hour	Transportation-escort	\$18.00	0.32

**PART III DEFINITIONS OF SERVICES PROVIDED SPECIFIC TO THE  
MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE  
SERVICES/INTAKE, AND LINKAGES PROGRAMS**

Chore (3.1) and Personal Care (3.2): Services are provided by trained individuals to elderly persons who need outside help to maintain independent living. Eligible clients are frail elderly individuals whose social, physical, and/or emotional impairments preclude total independent functioning but who can be maintained outside of an institution with assistance. Services will be provided in the client's place of residence.

Chore (3.1) is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

Chore (3.2) provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Purchase of toiletries and other personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship; client instruction in self care may also be provided; may also include assistance with preparation of meals but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be

cleaned up, and when bed linen is soiled it, may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

Health Care (3.3): addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.

MSSP health care is limited to: skilled nursing services, nutrition evaluation and counseling, physical therapy, occupational therapy and speech therapy. In addition to the provision of care, these professionals and paraprofessionals may train, demonstrate, and supervise clients in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Protective Supervision (3.7): ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. May also provide a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there are no other means for summoning aid.

Professional Care Assistance (PCA), (3.9): is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP). PCA is a comprehensive skilled service delivered by a certified nursing assistant (CNA) or a home health aide (HHA). The CNA/HHA works under either the supervision of a Registered Nurse (RN) employed by a home health agency or under the direction of a RN from MSSP. The specific tasks provided are the same as listed under Personal Care (3.2) above. However, the special needs and circumstances of Waiver clients require a provider who can make skilled observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a CNA/HHA is greater and more specialized than that of a provider working under the State plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver.

Case Management (4.3): for the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, at the client's request, case management may also be arranged through a qualified outside provider under contract of provider Agreement with the MSSP site. Also under this service definition, additional case-specific resources of limited duration may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social,

legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

Respite (5.1, 5.2): the purpose of respite care is to relieve the client's caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide full-time care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.

As dictated by the client's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

Transportation/escort (6.3): assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

## SCHEDULE B

### AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

#### PART I ASSURANCES SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

- A. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations, under this clause, to labor organizations with which they have a collective bargaining or other Agreement.
- B. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor
- C. Contractor agrees to make all records available upon reasonable notice at the Contractor's place of business or other mutually agreeable location in California. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Contract. Contractor agrees to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to and to examine, copy, and audit any and all pertinent books, documents, papers, and records of the Agreement related to this AIDS Case Management and Medi-Cal Waiver Program of San Mateo County and to keep the records for four (4) years after the termination of this Agreement.
- D. Contractor shall be reimbursed no more frequently than monthly in arrears upon submission of invoices for actual expenses incurred by Contractor. Invoices shall be submitted on Contractor's letterhead. Contractor agrees, upon reasonable notice, to make available to County, State, or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed, or

accounting costs or expenses incurred in the performance of this Agreement. County shall not be obligated to pay Contractor for 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. Invoices shall contain:

- 1) The title of the Program: Case Management and Medi-Cal Waiver Program;
- 2) Names and titles of all personnel for which reimbursement is being requested;
- 3) Names of clients, dates of service, and hours of services provided; and
- 4) The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

E. Compensation for services shall be paid as described in Part IV of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

Aging & Adult Services - San Mateo County  
Attention: Social Worker Supervisor, AIDS Program  
225 - 37<sup>th</sup> Avenue  
San Mateo, CA 94403

- F. Contractor shall hold the State and individuals served under this Agreement harmless in the event County cannot or will not pay for services performed by the Contractor pursuant to this Agreement.
- G. Contractor shall submit no claim to, demand or otherwise collect reimbursement from individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment or third party share of cost. Contractor shall accept Medi-Cal Waiver and Case Management Program (CMP) reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations.
- H. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.
- I. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention and disposal. Contractor assumes full financial risk for services provided without authorization of the Nurse Case Manager. Contractor shall ensure that employees' training and preparation conform to

the requirements of the program and that all required licenses are current. Contractor shall maintain licensure and certification requirements at all times during this Agreement.

- J. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. The Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.
- K. Contractor, its agents, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Department of Health Services in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- L. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and the State, specifically the AIDS Medi-Cal Waiver Contract and AIDS Case Management Contract of which this Agreement is a part.

## **PART II NURSING FACILITY LEVEL OF CARE (NF/LOC) SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

To qualify for Nursing Facility care services, a client must have at the least a medical condition that needs an out-of-home protective living arrangement with 24-hour supervision and skilled nursing care or observation on an ongoing intermittent basis to abate health deterioration. Nursing Facility care services emphasize care aimed at preventing or delaying acute episodes of physical or mental illness and encouragement of individual client independence to the extent of his or her ability. Use the following description as a guide for determining appropriate placement:

1. The complexity of the client's medical problems is such that he or she requires skilled nursing care or observation on an ongoing intermittent basis and 24-hour supervision to meet his or her health needs.
2. Medications may be mainly supportive or stabilizing but still require professional nurse



observation for response and effect on an intermittent basis.

3. Diet may be of a special type; client may need assistance in feeding him/herself.
4. The client may require assistance or supervision in personal care, such as in bathing or dressing.
5. The client may need encouragement in restorative measures for increasing and strengthening his or her functional capacity to work toward greater independence.
6. The client may have some degree of vision, hearing, or sensory loss.
7. The client may have limitation in movement.
8. The client may be incontinent of urine and/or bowels.
9. The client may exhibit some mild confusion or depression; however, his or her behavior must be stabilized to such an extent that it poses no threat to him/herself or others.

### **PART III SCOPE OF WORK SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

- A. Contractor shall carry out the following duties and responsibilities for patients/clients referred by County and accepted for service by Contractor for attendant care, skilled nursing, and/or homemaker care. These duties and responsibilities are included herein, and incorporated hereto.
- B. Contractor shall submit reports to the social worker supervisor or his/her designee, pursuant to Scope of Work for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the social worker supervisor or his/her designee, in the same format as set forth in Part VI of this schedule.

- C. Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.
- D. Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.
- E. In the event the Contractor prepares any publication as part of the work funded by the State of California under the primary contracts, such publication is subject to prior review and approval by the County and the State of California as having provided funds, whether in whole or in a part, for the production of said materials.

### ATTENDANT CARE

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **attendant care**.

- a. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
- b. Copy of Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Attendant Worksheet.
- c. Attendants shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- d. Contractor shall provide an RN one time at least every sixty-two (62) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report (Part VI), and submit the report to the social worker supervisor.
- e. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee

semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.

- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.
- h. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this Agreement.

#### REGISTERED NURSE CARE

Contractor shall carry out the following duties and responsibilities for patients referred by the County and accepted for service by the Contractor for **registered nurse care**.

- a. Accept referrals for registered nurse care from the County for requested service.
- b. Provide private-duty Registered Nurse (RN) care within the guidelines for RNs licensed in the State of California and the Nurses Practice Act.
- c. Secure written orders from the patient's treating physician for type of care, frequency, and duration of service to be provided.
- d. Maintain records and reports to the extent required by state and federal laws.
- e. Assure verification in employee personnel file of current RN licensure and current IV certification for those individuals performing IV therapy and maintain licensure and certification requirements at all times during this contract.
- f. Assure that qualified registered nursing staff are available to provide needed private-duty home health care.
- g. Submit documentation of service provided with billing invoices. Documentation to include nursing notes and time cards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.
- j. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

## HOMEMAKER SERVICES

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **homemaker services**.

- a. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
- b. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.
- c. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Homemaker Services Worksheet.
- d. Homemakers shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- e. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.
- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

## PSYCHO-SOCIAL COUNSELING

Contractor shall carry out the following duties and responsibilities for patient/clients referred by County and accepted for service by Contractor for **psycho-social counseling**.

- a. Psycho-social counselor - an individual licensed by the State of California as: Licensed Clinical Social Worker (LCSW); Master's Degree in Social Work (MSW) who would qualify for licensure as an LCSW within two years of employment; Marriage, Family and Child Counselor (MFCC); an individual with the following: Clinical Psychologist at a Ph.D. level; Nurse with a Master's Degree (Psychiatric Mental Health Nurse) or a Nurse with a Bachelor's Degree and four years of supervised outpatient experience in a community mental health program.
- b. Accept referrals for psycho-social counseling from County for requested service.
- c. For the purpose of this Agreement, psycho-social counseling refers to bereavement and supportive therapy to patients with life-threatening and terminal illness.
- d. Psycho-social counseling when appropriate will be provided to patients/clients either individually, or with life partners and family, however broadly defined.
- e. Maintain records and reports to the extent required by state and federal laws.
- f. Ensure current licensing information is maintained in employee's personnel file at all times.
- g. Submit monthly documentation of service provided with billing invoices. Documentation to include date counseling session provided to patient/client, brief paragraph describing patient's response to counseling, and timecards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with the San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.

**PART IV REIMBURSEMENT RATES SPECIFIC TO AIDS WAIVER AND  
CASE MANAGEMENT PROGRAMS**

The following are maximum allowable rates for contracted services for enrolled patients/clients for the AIDS Case Management and Medi-Cal Waiver Programs of San Mateo County:

<u>SERVICES</u>	<u>RATES</u>
Skilled Nursing Care (RN)	\$40.57/Hour
Skilled Nursing Care (LVN)	\$29.41/Hour
Psycho Social Counseling	\$33.48/Hour
Attendant Care	\$18.90/Hour
Homemaker Services	\$11.56Hour

Providers of service may also bill up to **one (1) additional hour per visit** for actual travel associated with providing skilled nursing care, attendant care, homemaker services, and psychosocial counseling.

**SAMPLE OF RATE STRUCTURE**

<b>RN CARE:</b>				
<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$40.57	\$ 81.14	\$81.14
2 Hours	1 Hour	\$40.57	\$121.71	\$60.86
3 Hours	1 Hour	\$40.57	\$162.28	\$54.09
4 Hours	1 Hour	\$40.57	\$202.85	\$50.71
5 Hours	1 Hour	\$40.57	\$243.42	\$48.68
6 Hours	1 Hour	\$40.57	\$283.99	\$47.33
7 Hours	1 Hour	\$40.57	\$324.56	\$46.37
8 Hours	1 Hour	\$40.57	\$365.13	\$45.64

<b>LVN CARE:</b>				
<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$29.41	\$ 58.82	\$58.82
2 Hours	1 Hour	\$29.41	\$ 88.23	\$44.12
3 Hours	1 Hour	\$29.41	\$117.64	\$39.21
4 Hours	1 Hour	\$29.41	\$147.05	\$36.76
5 Hours	1 Hour	\$29.41	\$176.46	\$35.29
6 Hours	1 Hour	\$29.41	\$205.87	\$34.31
7 Hours	1 Hour	\$29.41	\$235.28	\$33.61
8 Hours	1 Hour	\$29.41	\$264.69	\$33.09

**PSYCHO-SOCIAL COUNSELING:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$33.48	\$ 66.96	\$66.96
2 Hours	1 Hour	\$33.48	\$ 100.44	\$50.22
3 Hours	1 Hour	\$33.48	\$133.92	\$44.64
4 Hours	1 Hour	\$33.48	\$167.40	\$41.85
5 Hours	1 Hour	\$33.48	\$200.88	\$40.18
6 Hours	1 Hour	\$33.48	\$234.36	\$39.06
7 Hours	1 Hour	\$33.48	\$267.84	\$38.26
8 Hours	1 Hour	\$33.48	\$301.32	\$37.67

**ATTENDANT CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$18.90	\$ 37.80	\$37.80
2 Hours	1 Hour	\$18.90	\$ 56.70	\$28.35
3 Hours	1 Hour	\$18.90	\$ 75.60	\$25.20
4 Hours	1 Hour	\$18.90	\$ 94.50	\$23.63
5 Hours	1 Hour	\$18.90	\$113.40	\$22.68
6 Hours	1 Hour	\$18.90	\$132.30	\$22.05
7 Hours	1 Hour	\$18.90	\$151.20	\$21.60
8 Hours	1 Hour	\$18.90	\$170.10	\$21.26

**HOMEMAKER:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$11.56	\$ 23.12	\$23.12
2 Hours	1 Hour	\$11.56	\$ 34.68	\$17.34
3 Hours	1 Hour	\$11.56	\$ 46.24	\$15.41
4 Hours	1 Hour	\$11.56	\$ 57.80	\$14.45
5 Hours	1 Hour	\$11.56	\$ 69.36	\$13.87
6 Hours	1 Hour	\$11.56	\$ 80.92	\$13.49
7 Hours	1 Hour	\$11.56	\$ 92.48	\$13.21
8 Hours	1 Hour	\$11.56	\$104.04	\$13.01

Rates subject to change. Contract rates will be subject to change following thirty (30) days written notice.

AIDS CASE MANAGEMENT AND  
MEDI-CAL WAIVER PROGRAMS OF  
PROGRAM OF SAN MATEO COUNTY

NURSE PROVIDERS, INC.

Signature: \_\_\_\_\_

Signature: Devi B...

Title: \_\_\_\_\_

Title: President

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

Date: 7/27/07

**PART V CENTER FOR DISEASE INFECTION CONTROL GUIDELINES  
SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT  
PROGRAMS**

**(Recommended for the Care of the Person with AIDS at Home.)**

These guidelines are the basis for infection control and are based upon Center for Disease Control (CDC) recommendations.

1. Handwashing

Handwashing is the single most important way to prevent the spread of an infectious organism. Soap and water should be used at all times. Handwashing should be done before and after all aspects of patient care, including preparation and serving of meals to patients/clients in their homes. If running water is not available, gloves should be worn. Handwashing is advised after removing and disposing of gloves.

2. Gloves

Gloves serve to block the transmission of any infectious agent to a potential host. The caregiver should wear gloves in the following situations:

- a. When caring for open skin lesions or wounds.
- b. When handling secretions or excretions, such as emesis, urine, stool, blood, or wound secretions.
- c. When handling soiled diapers, incontinence pads, linens, or clothing.
- d. When providing oral care if contact with oral lesions or blood is likely.
- e. When providing perineal care to the person who is incontinent or to a woman who is menstruating or who has postpartum bleeding.

Gloves are not required when bathing AIDS patients without skin lesions, when assisting AIDS patients with transfers or ambulation, when feeding AIDS patients, or when talking with or counseling an AIDS patient.

3. Protective Smocks

Protective smocks are not required for routine caregiving, but aprons or gowns may be used if soiling of the caregiver or his/her clothing is likely.



4. Handling of Needles and Other Sharp Instruments

Needles, scalpels, and other sharp instruments must be handled with particular caution because the virus is capable of being transmitted through blood contact. Needles should not be recapped or resheathed after use, but disposed of intact in a puncture-resistant container.

5. Disposal of Supplies

Soiled disposable supplies used in the care of the person with AIDS (gloves, diapers, incontinence pads, toilet paper, dressing supplies, respiratory therapy tubing, or nebulizers) may be placed in a heavy-duty plastic bag which can be securely fastened at the top. If a heavy-duty plastic bag is not available, double-bagging should be done. Removal of these plastic bags should be in a regular trash disposal system.

6. Environmental Safety

Environmental safety is maintained by usual household cleaning methods. Standard household detergents are appropriate to maintain a safe environment for the person with AIDS and other members of his/her household.

For floor or counter surfaces soiled by secretions or excretions and for removal of surface debris, cleansing with hot, soapy water, followed by disinfecting with a 10-percent bleach solution (1 part bleach, 9 parts water) is adequate. The bleach solution also can be used to disinfect the toilet, tub, and shower after routine cleaning.

Bedpans and commodes should be cleaned regularly with household detergents and hot water. Soiled linens or clothing may be laundered in the household or laundromat washing machine. One cup of bleach, along with the regular detergent, should be added to water prior to placing clothes in the washer. (This procedure will help prevent discoloring of clothes.)

Items that are shared with other patients, such as toilets, showers, or bedpans, do not require different handling or cleansing. The cleaning procedures described earlier are sufficient: removing surface debris, cleaning with hot, soapy water, and disinfecting with a 10-percent bleach solution.

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated. Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.

7. Pets

Pets may pose a particular threat to the person with AIDS. Organisms sometimes present in the excrement of cats, birds, and fish may cause serious illness because the immune system of the person with AIDS is compromised. As a result, for patients who wish to keep pets, someone other than the person with AIDS should be responsible for cleaning the bird cage, cat litter box, or fish tank.

PREGNANT CAREGIVERS AND AIDS

Women who are pregnant, or who may be pregnant, should be excused from providing direct care to a person with AIDS. The rationale for this policy is that persons with AIDS are prone to two viruses -- cytomegalovirus and herpes virus -- which have been known to cause serious birth defects and/or spontaneous abortions (miscarriages). Although the infection control guidelines discussed earlier would prevent caregivers from acquiring these infections if followed, the serious harmful effects to the fetus of these viruses require particular caution. Further support for this position is found in the restriction of pregnant women from other potential occupational exposures, such as radiation therapy, which pose a threat to the fetus.

DURABLE MEDICAL EQUIPMENT WITH AIDS

The management and cleaning of durable medical equipment (DME) is an issue of particular concern for home health care providers caring for persons with AIDS. The CDC has issued no specific guidelines for the provision or cleaning of DME used in the home of a person with AIDS. However, the CDC has recommended the use of a 10-percent bleach solution wipe down of soiled DME that cannot be sterilized by ethyl oxide or autoclaved. Most DME used at home for patients with AIDS (hospital beds, commodes, walkers, wheelchairs) cannot be autoclaved or sterilized.

AIDS CASE MANAGEMENT AND  
WAIVER PROGRAM OF  
SAN MATEO COUNTY

NURSE PROVIDERS, INC.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

SHERI BURKE RN, MBA

Signature: Sheri Burke

Title: President

Date: 7/27/01

**PART VI FORMS SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAM**

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SAN MATEO COUNTY ATTENDANT WORKSHEET**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

	YES		YES
Bath; type:		Help with Ambulation	
Oral Hygiene		Transfer	
Shampoo		Exercises	
Comb Hair		Meal Preparation	
Apply Lotion		Special Diet:	
Gentle Massage		Shopping	
Skin Care		Light Housekeeping	
Shave		Dishes	
Assist with Dressing		Bathroom	
Perineal Care		Linen Change	
Catheter Care		Laundry	
Toileting		Dusting, Vacuum, Iron	
Emotional Support		Clean Floors	

Special Instructions: \_\_\_\_\_

Projected Hours of Service: \_\_\_\_\_

Days of Week

Hours/Day

Daytime Emergency

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

San Mateo County

Social Worker Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

**ATTENDANT CANNOT:** Dispense medication, handle finances, pay bills, move heavy furniture, wash walls or windows.

Family or responsible party to call San Mateo County and attendant care provider regarding any changes in schedule. AIDS Case Management and Medi-Cal Waiver Program of San Mateo County telephone number is (650) 573-3900. **AIDS CASE MANAGEMENT AND WAIVER**

**PROGRAM OF SAN MATEO COUNTY  
BI-WEEKLY NURSING ATTENDANT HOME CARE REPORT**

Dates Covered by this Report: From \_\_\_\_\_ to \_\_\_\_\_

Date of this Report: \_\_\_\_\_

Client Name: \_\_\_\_\_ Client Karnofsky Scale Status: \_\_\_\_\_

Current Diagnosis: \_\_\_\_\_

SINCE LAST REPORT HAS THERE BEEN:		PATIENT NEEDS HELP WITH:	ASSESSMENT
	Yes/No		Vital Signs:
Deterioration in Health Status?	<input type="checkbox"/>	Personal Care	B/P
Change in Plan of Care?	<input type="checkbox"/>	Housekeeping	Pulse
Deterioration in Mental Status?	<input type="checkbox"/>	Meal Preparation	Respiration
Deterioration in Independence?	<input type="checkbox"/>	Ambulation	Skin Condition
Is Level of Care Appropriate?	<input type="checkbox"/>	Shopping	Continence
Is Amount of Attendant Care Adequate? If not, how much more is needed? _____ Hours	<input type="checkbox"/>	Laundry	Oral Hygiene
	<input type="checkbox"/>	Catheter Care	Nails/Hair
	<input type="checkbox"/>	Skin Care	Safety
Hospitalization?	<input type="checkbox"/>	Other	

Name of Hospital: \_\_\_\_\_ ( ) Unknown

Date of Admission: \_\_\_\_\_ ( ) N/A

Assistive Devices in the Home: \_\_\_\_\_

Report Between Patient and Attendant(s): \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SANMATEO COUNTY  
HOMEMAKER WORKSHEET**

CONTRACTOR'S NAME:			
Patient Last Name	First Name	Patient Signature	
<p align="center">Vital Signs</p> Temp _____ BP _____ Resp. _____ BP _____	<p align="center">Activity</p> <input type="checkbox"/> Transfer to Wheelchair <input type="checkbox"/> Range of Motion <input type="checkbox"/> Frequent Turning <input type="checkbox"/> Ambulation <input type="checkbox"/> Walker/Cane/Crutches	<p align="center">Household</p> <input type="checkbox"/> Shopping <input type="checkbox"/> Laundry <input type="checkbox"/> Area Cleaned	<p align="center">Patient Seemed:</p> <input type="checkbox"/> Alert <input type="checkbox"/> Awake <input type="checkbox"/> Forgetful <input type="checkbox"/> Confused
<p align="center">Toileting Assistance</p> <input type="checkbox"/> Bathroom/Commode/Bedpan <input type="checkbox"/> Bathroom Privileges <input type="checkbox"/> Patient is Incontinent <input type="checkbox"/> Patient had BM ____	<p align="center">Nutrition</p> <input type="checkbox"/> Meal Preparation <input type="checkbox"/> Feeding <input type="checkbox"/> Fluid <input type="checkbox"/> Push/Restrict	<input type="checkbox"/> Intake _____ <input type="checkbox"/> Output _____	
Comments:			
HHA/Attendant Signature	Time In:	Time Out:	Date:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Nurse Providers Inc.
Contact Person: Sherri Burke, RN, MBA
Address: 355 Gellert Blvd., Suite 152, Daly City, CA 94015
Phone Number: (650) 992-8559 Fax Number: (650) 301-3257

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...
Yes, the Contractor complies by offering a cash equivalent payment...
No, the Contractor does not comply.
The Contractor is under a collective bargaining agreement...

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 27th day of 7, 2001 at Daly City, CA

Signature: Sherri Burke
Title: Principal

Name (Please Print): SHERRI BURKE RN MBA
Contractor Tax Identification Number: 94-2988913

# 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.)

Business name (Sole proprietors see instructions on page 2.)  
**Nurse Providers Inc.**

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

Address (number, street, and apt. or suite no.)  
**355 Gellert Blvd, Suite 152**

City, state, and ZIP code  
**Daly City, CA 94015**

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	8	8	9	1	3

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 **7/27/0**

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.

**REPORT OF  
INDEPENDENT CONTRACTOR(S)**



05420700

See detailed instructions on page 2. Please type or print.

**SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):**

DATE	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF FORMS NEEDED
SERVICE-RECIPIENT NAME / BUSINESS NAME			CONTACT PERSON	
ADDRESS			TELEPHONE NO.	
CITY	STATE	ZIP		

**SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):**

FIRST NAME	MI	LAST NAME		UNIT/APT
Nurse Providers		INC.		152
SOCIAL SECURITY NO.	STREET NO.	STREET NAME		STATE
942988913	355	Gellert Blvd		CA
CITY	STATE	ZIP		
Daly City	CA	94105		
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE		CHECK HERE IF CONTRACT IS ONGOING
070101	460,000.00	063002		<input type="checkbox"/>

FIRST NAME	MI	LAST NAME		UNIT/APT
SOCIAL SECURITY NO.	STREET NO.	STREET NAME		STATE
CITY	STATE	ZIP		
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE		CHECK HERE IF CONTRACT IS ONGOING
				<input type="checkbox"/>

FIRST NAME	MI	LAST NAME		UNIT/APT
SOCIAL SECURITY NO.	STREET NO.	STREET NAME		STATE
CITY	STATE	ZIP		
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE		CHECK HERE IF CONTRACT IS ONGOING
				<input type="checkbox"/>



COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321

FROM:

Raymond Swope, County Counsel  
Telephone X 4759, Fax 363-4034, Pony CCO 111

SUBJECT:

Approval of Board Memo, Resolution and Agreements with:

At Home Health Care, Medical Care Professionals, Nurse Providers, Inc.,  
Older Adults Care Management, and Rainbow Home Care Services

DATE SUBMITTED: July 25, 2001

CONTRACT PERIOD: July 1, 2001 to June 30, 2002

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$460,00, funding is a blend of state and federal funds from CDA,

Department of Social Services, Department of Health Services, and County's Master State

Agreement for AIDS.

COUNTY COUNSEL'S OFFICE HAS REVIEWED AND HEREBY APPROVED AS TO  
FORM THE AGREEMENT STIPULATED ABOVE.

APPROVED BY:

  
DEPUTY COUNTY COUNSEL

8/2/01  
DATE

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

Number of pages faxed 3

DATE: July 27, 2001  
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163  
FROM: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Nurse Providers, Inc.

DO THEY TRAVEL?: yes

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Contractor provides Home Health Care Services for clients of the AIDS Case Management/Waiver, Adult Protective Services/Intake, Linkages and Multipurpose Senior Services Programs.

COVERAGE:	Amount	approve	wave	modify
Comprehensive General Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse 7-29-01

**ACORD CERTIFICATE OF LIABILITY INSURANCE** ID KR NURSE-1 DATE (MM/DD) 10/27/

**PRODUCER**  
 R Carrie Insurance Agency, Inc  
 2140 Sutter Street  
 San Francisco CA 94115  
 Phone: 415-567-7660 Fax: 415-474-7409

**INSURED**  
 Nurse Providers, Inc.  
 Attn: Jose Katigbak  
 355 Gellert Blvd., Stes. 150&152  
 Daly City CA 94015

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: St. Paul Fire & Marine  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	FK06603427	10/19/00	10/19/01	EACH OCCURRENCE \$ 1,000,00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,00
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,00
					GENERAL AGGREGATE \$ 2,000,00
					PRODUCTS - COMP/OP AGG \$ 2,000,00
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY	FK06603427	10/19/00	10/19/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY	FK06603427	10/19/00	10/19/01	EACH OCCURRENCE \$ 3000000
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 3000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER	FK06603427	10/19/00	10/19/01	1000000 Each Per: 3000000 Aggregate
	Prof. Liability				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE IS INCLUDED UNDER ST. PAUL FIRE & MARINE POLICY NO. FK06603427, 10/19/00-10/19/01, \$1,000,000 EACH PERSON, \$3,000,000 AGGREGATE. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON LIABILITY POLICIES AS RESPECTS OPERATIONS OF THE NAMED INSURED.

<b>CERTIFICATE HOLDER</b>	<b>N</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
San Mateo County Aging & Adult Services Attn: Maria Gonzalez 225 - 37th Avenue San Mateo CA 94403		SMHOSPI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRE DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRIT NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SH IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
			<i>Alma Tierney-Dalton</i> Alma Tierney-Dalton

# MARSH USA INC.

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
CHI-00034264

**PRODUCER**

Marsh USA Inc.  
600 Renaissance Center  
Suite 2100  
Detroit, MI 48243

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
A CNA INSURANCE COMPANIES
- COMPANY  
B AMERICAN ALTERNATIVE INSURANCE CO
- COMPANY  
C
- COMPANY  
D

26075 -KSL-NURSE-2001

**INSURED**

NURSE PROVIDERS, INC.  
KELLY STAFF LEASING, INC.  
110 WEST A STREET  
SUITE 1700  
SAN DIEGO, CA 92101

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY \$
	<input type="checkbox"/> ALL OWNED AUTOS				Per person
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY \$
	<input type="checkbox"/> HIRED AUTOS				Per accident
	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC 247903939 (AZ,WI)	01/01/01	01/01/02	X WC STATUTORY LIMITS OTH-ER
A	<b>THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:</b>	<input type="checkbox"/> INCL WC 247904019 <input type="checkbox"/> EXCL (ALL OTHER INSURED STATES)	01/01/01	01/01/02	EL EACH ACCIDENT \$ 1,000
	<b>OTHER</b>				EL DISEASE-POLICY LIMIT \$ 1,000
A	<b>EXCESS WORK COMP</b>	W-128573759 G (CA,MI,OR)	01/01/01	01/01/02	SAME LIMITS AS WC/EL ABOVE
B	<b>EXCESS WORK COMP</b>	XW-0000002-00 (WA)	01/01/01	01/01/02	SAME LIMITS AS WC/EL ABOVE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)  
Applicable to Leased Employees Only, Per Client Service Agreement.

**CERTIFICATE HOLDER**

SAN MATEO COUNTY GENERAL HOSPITAL  
AGING ADULT SERVICES  
ATTN: MARIA  
225 37TH STREET  
SAN MATEO, CA 94403

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEN THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.

by: Janice B Collins

*Janice B. Collins*

MM1(9/99)

VALID AS OF: 12/07/00

AGREEMENT WITH OLDER ADULTS CARE MANAGEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and OLDER ADULTS CARE MANAGEMENT, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services, and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedules A and B, 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 for the Multipurpose Senior Services, Adult Protective Services, and Linkages Programs; and Schedule B for the AIDS Waiver/Case Management Program, the

amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000) collectively for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedules A and B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedules A and 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 Schedules A and B to the full satisfaction of the Director of Health Services or her designee.

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

3. Relationship of Parties

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

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary,

immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, 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 .....\$1,000,000
- 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.

6. Non-Discrimination

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

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

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

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

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

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

7. Assignments and Subcontracts

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

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

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to

Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

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

licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

1) In the case of County, to:

San Mateo County Aging and Adult Services  
Jacqueline Toliver  
225 - 37th Avenue, Room 140  
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:

E. Anne Hinton  
Older Adults Care Management  
3335 Birch Street  
Palo Alto, CA 94306

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

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

OLDER ADULTS CARE MANAGEMENT

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

By: John A. Bosella, CFO

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

Date: 8/1/01

ATTEST:

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

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

ATTACHMENT I

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

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and Agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

John A. BORSELLA  
Name of 504 Person - Type or Print

OLDER ADULTS CARE MANAGEMENT 3335 Birch STREET  
Name of Contractor(s) - Type or Print Street Address or PO Box

PALO ALTO CALIFORNIA 94306  
City State Zip Code

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.

## ATTACHMENT II

Contract between COUNTY OF SAN MATEO and OLDER ADULTS CARE MANAGEMENT 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 ensure 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.

**SCHEDULE A**

**MULTIPURPOSE SENIOR SERVICES,  
ADULT PROTECTIVE SERVICES /INTAKE,  
AND LINKAGES PROGRAMS**

**PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR  
SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND  
LINKAGES PROGRAMS**

- A. Contractor agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and State of which this Agreement is a part.
- B. All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Invoices shall contain:

- 1) The title of the Program: Multipurpose Senior Services, Adult Protective Services/Intake, or Linkages;
  - 2) Names and titles of all personnel for whom reimbursement is being requested;
  - 3) Names of clients, dates of service, unit type, service code, and hours of services provided; and
  - 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.
- C. Compensation for services shall be paid as described in Part II of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services  
Attention: Social Work Supervisor  
225 - 37<sup>th</sup> Avenue  
San Mateo, CA 94403

- D. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of



existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require Contractor to develop additional service units.

- E. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement. Contractor agrees to maintain and preserve until four (4) years after termination of County's Agreements with the State, and to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to, and to examine and audit, any and all pertinent books, documents, papers, and records of the Agreement related to the above named programs.
- F. Contractor shall indemnify and hold harmless State, 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 any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978.
- G. Contractor shall hold the State and individuals served under this Agreement harmless in the event County cannot or will not pay for services performed by the Contractor pursuant to this Agreement. Contractor shall be held solely and exclusively liable for any act or omission of its agents or employees as related to the services provided hereunder.
- H. Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Departments of Health Services and Aging in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- I. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention, and disposal. Contractor shall disclose no information without written authorization from San Mateo County, except for statistical information that does not identify specific clients, or as authorized by a program client with regards to information pertaining only to himself/herself. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. Contractor shall not use such information for any purpose other than carrying out the obligations under this Agreement. For the purposes of this paragraph, identity shall include but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

- J. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this Agreement.
- K. Contractor shall maintain licensure and certification requirements at all times during the term of this Agreement.
- L. 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, see Attachment I, as amended, 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, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Contractor shall send to each labor union or representative of workers with which vendor has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the Federal Government or the State, advising the labor union or worker's representative of the Contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- M. Contractor agrees to allow County, State, or Federal representatives, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County or State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that they will not unduly delay or interfere with the work being performed by Contractor.
- N. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms

and conditions of the primary contracts between County and the State, including Contract Number MS-0102-13.

- O. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement.

**PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND LINKAGES PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

Services and Rates of Payment for OLDER ADULTS CARE MANAGEMENT for July 1, 2001 to June 30, 2002

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
3.1	hour	Chore	\$18.00
	hour	Chore - 2 people	\$23.00
3.2	hour	Personal care	\$18.00
	hour	Personal Care - 2 people	\$23.00
3.3	visit	Health care / RN	\$85.00
	visit	Health care licensed Vocational Nurse	\$70.00
	visit	Health care OT	\$90.00
	visit	Health care PT	\$90.00
	visit	Health care ST	\$96.00
3.7	hour	Protective supervision	\$18.00
	hour	Protective Supervision - 2 people	\$23.00
	day	Day = 12 hours (night)	\$140.00
	day	Day = 12 hours (night) 2 people	\$170.00
	day	Day = 24 hours	\$185.00
	day	Day = 24 hours - 2 people	\$220.00
3.9	hour	Professional care assistance	\$18.00
	hour	Professional care assistance - 2 people	\$23.00
4.3	month	Case Management, Registered Nurse, M.A.	\$85.00

Services and Rates of Payment for OLDER ADULTS CARE MANAGEMENT for July 1, 2001 to June 30, 2002 (Cont'd)

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>	<u>Mileage</u>
5.1	hour	Respite in-home care	\$18.00	
	day	Respite in-home care 24-hour live-in	\$185.00	
	hour	Respite in-home care - 2 people	\$23.00	
	day	Day = 12 hours (night)	\$140.00	
	day	Day = 12 hours (night) 2 people	\$170.00	
	day	Day = 24 hours - 2 people	\$220.00	
6.3	hour	Transportation-escort	\$18.00	0.32

**PART III DEFINITIONS OF SERVICES PROVIDED SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND LINKAGES PROGRAMS**

Chore (3.1) and Personal Care (3.2): Services are provided by trained individuals to elderly persons who need outside help to maintain independent living. Eligible clients are frail elderly individuals whose social, physical, and/or emotional impairments preclude total independent functioning but who can be maintained outside of an institution with assistance. Services will be provided in the client's place of residence.

Chore (3.1) is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

Chore (3.2) provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Purchase of toiletries and other personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship; client instruction in self care may also be provided; may also include assistance with preparation of meals but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be

cleaned up, and when bed linen is soiled it, may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

Health Care (3.3): addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.

MSSP health care is limited to: skilled nursing services, nutrition evaluation and counseling, physical therapy, occupational therapy and speech therapy. In addition to the provision of care, these professionals and paraprofessionals may train, demonstrate, and supervise clients in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Protective Supervision (3.7): ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. May also provide a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there are no other means for summoning aid.

Professional Care Assistance (PCA), (3.9): is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP). PCA is a comprehensive skilled service delivered by a certified nursing assistant (CNA) or a home health aide (HHA). The CNA/HHA works under either the supervision of a Registered Nurse (RN) employed by a home health agency or under the direction of a RN from MSSP. The specific tasks provided are the same as listed under Personal Care (3.2) above. However, the special needs and circumstances of Waiver clients require a provider who can make skilled observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a CNA/HHA is greater and more specialized than that of a provider working under the State plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver.

Case Management (4.3): for the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, at the client's request, case management may also be arranged through a qualified outside provider under contract of provider Agreement with the MSSP site. Also under this service definition, additional case-specific resources of limited duration may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social,

legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

Respite (5.1, 5.2): the purpose of respite care is to relieve the client's caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide full-time care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.

As dictated by the client's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

Transportation/escort (6.3): assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

## SCHEDULE B

### AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

#### PART I ASSURANCES SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

- A. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations, under this clause, to labor organizations with which they have a collective bargaining or other Agreement.
- B. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor
- C. Contractor agrees to make all records available upon reasonable notice at the Contractor's place of business or other mutually agreeable location in California. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Contract. Contractor agrees to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to and to examine, copy, and audit any and all pertinent books, documents, papers, and records of the Agreement related to this AIDS Case Management and Medi-Cal Waiver Program of San Mateo County and to keep the records for four (4) years after the termination of this Agreement.
- D. Contractor shall be reimbursed no more frequently than monthly in arrears upon submission of invoices for actual expenses incurred by Contractor. Invoices shall be submitted on Contractor's letterhead. Contractor agrees, upon reasonable notice, to make available to County, State, or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed, or

accounting costs or expenses incurred in the performance of this Agreement. County shall not be obligated to pay Contractor for 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. Invoices shall contain:

- 1) The title of the Program: Case Management and Medi-Cal Waiver Program;
- 2) Names and titles of all personnel for which reimbursement is being requested;
- 3) Names of clients, dates of service, and hours of services provided; and
- 4) The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

E. Compensation for services shall be paid as described in Part IV of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

Aging & Adult Services - San Mateo County  
Attention: Social Worker Supervisor, AIDS Program  
225 - 37<sup>th</sup> Avenue  
San Mateo, CA 94403

- F. Contractor shall hold the State and individuals served under this Agreement harmless in the event County cannot or will not pay for services performed by the Contractor pursuant to this Agreement.
- G. Contractor shall submit no claim to, demand or otherwise collect reimbursement from individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment or third party share of cost. Contractor shall accept Medi-Cal Waiver and Case Management Program (CMP) reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations.
- H. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.
- I. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention and disposal. Contractor assumes full financial risk for services provided without authorization of the Nurse Case Manager. Contractor shall ensure that employees' training and preparation conform to



the requirements of the program and that all required licenses are current. Contractor shall maintain licensure and certification requirements at all times during this Agreement.

- J. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. The Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.
- K. Contractor, its agents, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Department of Health Services in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- L. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and the State, specifically the AIDS Medi-Cal Waiver Contract and AIDS Case Management Contract of which this Agreement is a part.

## **PART II NURSING FACILITY LEVEL OF CARE (NF/LOC) SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

To qualify for Nursing Facility care services, a client must have at the least a medical condition that needs an out-of-home protective living arrangement with 24-hour supervision and skilled nursing care or observation on an ongoing intermittent basis to abate health deterioration. Nursing Facility care services emphasize care aimed at preventing or delaying acute episodes of physical or mental illness and encouragement of individual client independence to the extent of his or her ability. Use the following description as a guide for determining appropriate placement:

1. The complexity of the client's medical problems is such that he or she requires skilled nursing care or observation on an ongoing intermittent basis and 24-hour supervision to meet his or her health needs.
2. Medications may be mainly supportive or stabilizing but still require professional nurse

observation for response and effect on an intermittent basis.

3. Diet may be of a special type; client may need assistance in feeding him/herself.
4. The client may require assistance or supervision in personal care, such as in bathing or dressing.
5. The client may need encouragement in restorative measures for increasing and strengthening his or her functional capacity to work toward greater independence.
6. The client may have some degree of vision, hearing, or sensory loss.
7. The client may have limitation in movement.
8. The client may be incontinent of urine and/or bowels.
9. The client may exhibit some mild confusion or depression; however, his or her behavior must be stabilized to such an extent that it poses no threat to him/herself or others.

### **PART III SCOPE OF WORK SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

- A. Contractor shall carry out the following duties and responsibilities for patients/clients referred by County and accepted for service by Contractor for attendant care, skilled nursing, and/or homemaker care. These duties and responsibilities are included herein, and incorporated hereto.
- B. Contractor shall submit reports to the social worker supervisor or his/her designee, pursuant to Scope of Work for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the social worker supervisor or his/her designee, in the same format as set forth in Part VI of this schedule.

- C. Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.
- D. Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.
- E. In the event the Contractor prepares any publication as part of the work funded by the State of California under the primary contracts, such publication is subject to prior review and approval by the County and the State of California as having provided funds, whether in whole or in a part, for the production of said materials.

#### ATTENDANT CARE

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **attendant care**.

- a. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
- b. Copy of Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Attendant Worksheet.
- c. Attendants shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- d. Contractor shall provide an RN one time at least every sixty-two (62) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report (Part VI), and submit the report to the social worker supervisor.
- e. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee

semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.

- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.
- h. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this Agreement.

#### REGISTERED NURSE CARE

Contractor shall carry out the following duties and responsibilities for patients referred by the County and accepted for service by the Contractor for **registered nurse care**.

- a. Accept referrals for registered nurse care from the County for requested service.
- b. Provide private-duty Registered Nurse (RN) care within the guidelines for RNs licensed in the State of California and the Nurses Practice Act.
- c. Secure written orders from the patient's treating physician for type of care, frequency, and duration of service to be provided.
- d. Maintain records and reports to the extent required by state and federal laws.
- e. Assure verification in employee personnel file of current RN licensure and current IV certification for those individuals performing IV therapy and maintain licensure and certification requirements at all times during this contract.
- f. Assure that qualified registered nursing staff are available to provide needed private-duty home health care.
- g. Submit documentation of service provided with billing invoices. Documentation to include nursing notes and time cards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.
- j. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

## HOMEMAKER SERVICES

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **homemaker services**.

- a. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
- b. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.
- c. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Homemaker Services Worksheet.
- d. Homemakers shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- e. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.
- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

## PSYCHO-SOCIAL COUNSELING

Contractor shall carry out the following duties and responsibilities for patient/clients referred by County and accepted for service by Contractor for **psycho-social counseling**.

- a. Psycho-social counselor - an individual licensed by the State of California as: Licensed Clinical Social Worker (LCSW); Master's Degree in Social Work (MSW) who would qualify for licensure as an LCSW within two years of employment; Marriage, Family and Child Counselor (MFCC); an individual with the following: Clinical Psychologist at a Ph.D. level; Nurse with a Master's Degree (Psychiatric Mental Health Nurse) or a Nurse with a Bachelor's Degree and four years of supervised outpatient experience in a community mental health program.
- b. Accept referrals for psycho-social counseling from County for requested service.
- c. For the purpose of this Agreement, psycho-social counseling refers to bereavement and supportive therapy to patients with life-threatening and terminal illness.
- d. Psycho-social counseling when appropriate will be provided to patients/clients either individually, or with life partners and family, however broadly defined.
- e. Maintain records and reports to the extent required by state and federal laws.
- f. Ensure current licensing information is maintained in employee's personnel file at all times.
- g. Submit monthly documentation of service provided with billing invoices. Documentation to include date counseling session provided to patient/client, brief paragraph describing patient's response to counseling, and timecards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with the San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.

**PART IV REIMBURSEMENT RATES SPECIFIC TO AIDS WAIVER AND  
CASE MANAGEMENT PROGRAMS**

The following are maximum allowable rates for contracted services for enrolled patients/clients for the AIDS Case Management and Medi-Cal Waiver Programs of San Mateo County:

<u>SERVICES</u>	<u>RATES</u>
Skilled Nursing Care (RN)	\$40.57/Hour
Skilled Nursing Care (LVN)	\$29.41/Hour
Psycho Social Counseling	\$33.48/Hour
Attendant Care	\$18.90/Hour
Homemaker Services	\$11.56Hour

Providers of service may also bill up to **one (1) additional hour per visit** for actual travel associated with providing skilled nursing care, attendant care, homemaker services, and psychosocial counseling.

**SAMPLE OF RATE STRUCTURE**

**RN CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$40.57	\$ 81.14	\$81.14
2 Hours	1 Hour	\$40.57	\$121.71	\$60.86
3 Hours	1 Hour	\$40.57	\$162.28	\$54.09
4 Hours	1 Hour	\$40.57	\$202.85	\$50.71
5 Hours	1 Hour	\$40.57	\$243.42	\$48.68
6 Hours	1 Hour	\$40.57	\$283.99	\$47.33
7 Hours	1 Hour	\$40.57	\$324.56	\$46.37
8 Hours	1 Hour	\$40.57	\$365.13	\$45.64

**LVN CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$29.41	\$ 58.82	\$58.82
2 Hours	1 Hour	\$29.41	\$ 88.23	\$44.12
3 Hours	1 Hour	\$29.41	\$117.64	\$39.21
4 Hours	1 Hour	\$29.41	\$147.05	\$36.76
5 Hours	1 Hour	\$29.41	\$176.46	\$35.29
6 Hours	1 Hour	\$29.41	\$205.87	\$34.31
7 Hours	1 Hour	\$29.41	\$235.28	\$33.61
8 Hours	1 Hour	\$29.41	\$264.69	\$33.09

**PSYCHO-SOCIAL COUNSELING:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$33.48	\$ 66.96	\$66.96
2 Hours	1 Hour	\$33.48	\$ 100.44	\$50.22
3 Hours	1 Hour	\$33.48	\$133.92	\$44.64
4 Hours	1 Hour	\$33.48	\$167.40	\$41.85
5 Hours	1 Hour	\$33.48	\$200.88	\$40.18
6 Hours	1 Hour	\$33.48	\$234.36	\$39.06
7 Hours	1 Hour	\$33.48	\$267.84	\$38.26
8 Hours	1 Hour	\$33.48	\$301.32	\$37.67

**ATTENDANT CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$18.90	\$ 37.80	\$37.80
2 Hours	1 Hour	\$18.90	\$ 56.70	\$28.35
3 Hours	1 Hour	\$18.90	\$ 75.60	\$25.20
4 Hours	1 Hour	\$18.90	\$ 94.50	\$23.63
5 Hours	1 Hour	\$18.90	\$113.40	\$22.68
6 Hours	1 Hour	\$18.90	\$132.30	\$22.05
7 Hours	1 Hour	\$18.90	\$151.20	\$21.60
8 Hours	1 Hour	\$18.90	\$170.10	\$21.26

**HOMEMAKER:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$11.56	\$ 23.12	\$23.12
2 Hours	1 Hour	\$11.56	\$ 34.68	\$17.34
3 Hours	1 Hour	\$11.56	\$ 46.24	\$15.41
4 Hours	1 Hour	\$11.56	\$ 57.80	\$14.45
5 Hours	1 Hour	\$11.56	\$ 69.36	\$13.87
6 Hours	1 Hour	\$11.56	\$ 80.92	\$13.49
7 Hours	1 Hour	\$11.56	\$ 92.48	\$13.21
8 Hours	1 Hour	\$11.56	\$104.04	\$13.01

Rates subject to change. Contract rates will be subject to change following thirty (30) days written notice.

AIDS CASE MANAGEMENT AND  
MEDI-CAL WAIVER PROGRAMS OF  
PROGRAM OF SAN MATEO COUNTY

OLDER ADULTS CARE MANAGEMENT

Signature: \_\_\_\_\_

Signature: J. A. Bosella

Title: \_\_\_\_\_

Title: CFO

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

Date: 8/1/01



**PART V CENTER FOR DISEASE INFECTION CONTROL GUIDELINES  
SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT  
PROGRAMS**

**(Recommended for the Care of the Person with AIDS at Home.)**

These guidelines are the basis for infection control and are based upon Center for Disease Control (CDC) recommendations.

1. Handwashing

Handwashing is the single most important way to prevent the spread of an infectious organism. Soap and water should be used at all times. Handwashing should be done before and after all aspects of patient care, including preparation and serving of meals to patients/clients in their homes. If running water is not available, gloves should be worn. Handwashing is advised after removing and disposing of gloves.

2. Gloves

Gloves serve to block the transmission of any infectious agent to a potential host. The caregiver should wear gloves in the following situations:

- a. When caring for open skin lesions or wounds.
- b. When handling secretions or excretions, such as emesis, urine, stool, blood, or wound secretions.
- c. When handling soiled diapers, incontinence pads, linens, or clothing.
- d. When providing oral care if contact with oral lesions or blood is likely.
- e. When providing perineal care to the person who is incontinent or to a woman who is menstruating or who has postpartum bleeding.

Gloves are not required when bathing AIDS patients without skin lesions, when assisting AIDS patients with transfers or ambulation, when feeding AIDS patients, or when talking with or counseling an AIDS patient.

3. Protective Smocks

Protective smocks are not required for routine caregiving, but aprons or gowns may be used if soiling of the caregiver or his/her clothing is likely.

4. Handling of Needles and Other Sharp Instruments

Needles, scalpels, and other sharp instruments must be handled with particular caution because the virus is capable of being transmitted through blood contact. Needles should not be recapped or resheathed after use, but disposed of intact in a puncture-resistant container.

5. Disposal of Supplies

Soiled disposable supplies used in the care of the person with AIDS (gloves, diapers, incontinence pads, toilet paper, dressing supplies, respiratory therapy tubing, or nebulizers) may be placed in a heavy-duty plastic bag which can be securely fastened at the top. If a heavy-duty plastic bag is not available, double-bagging should be done. Removal of these plastic bags should be in a regular trash disposal system.

6. Environmental Safety

Environmental safety is maintained by usual household cleaning methods. Standard household detergents are appropriate to maintain a safe environment for the person with AIDS and other members of his/her household.

For floor or counter surfaces soiled by secretions or excretions and for removal of surface debris, cleansing with hot, soapy water, followed by disinfecting with a 10-percent bleach solution (1 part bleach, 9 parts water) is adequate. The bleach solution also can be used to disinfect the toilet, tub, and shower after routine cleaning.

Bedpans and commodes should be cleaned regularly with household detergents and hot water. Soiled linens or clothing may be laundered in the household or laundromat washing machine. One cup of bleach, along with the regular detergent, should be added to water prior to placing clothes in the washer. (This procedure will help prevent discoloring of clothes.)

Items that are shared with other patients, such as toilets, showers, or bedpans, do not require different handling or cleansing. The cleaning procedures described earlier are sufficient: removing surface debris, cleaning with hot, soapy water, and disinfecting with a 10-percent bleach solution.

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated. Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.

7. Pets

Pets may pose a particular threat to the person with AIDS. Organisms sometimes present in the excrement of cats, birds, and fish may cause serious illness because the immune system of the person with AIDS is compromised. As a result, for patients who wish to keep pets, someone other than the person with AIDS should be responsible for cleaning the bird cage, cat litter box, or fish tank.

PREGNANT CAREGIVERS AND AIDS

Women who are pregnant, or who may be pregnant, should be excused from providing direct care to a person with AIDS. The rationale for this policy is that persons with AIDS are prone to two viruses -- cytomegalovirus and herpes virus -- which have been known to cause serious birth defects and/or spontaneous abortions (miscarriages). Although the infection control guidelines discussed earlier would prevent caregivers from acquiring these infections if followed, the serious harmful effects to the fetus of these viruses require particular caution. Further support for this position is found in the restriction of pregnant women from other potential occupational exposures, such as radiation therapy, which pose a threat to the fetus.

DURABLE MEDICAL EQUIPMENT WITH AIDS

The management and cleaning of durable medical equipment (DME) is an issue of particular concern for home health care providers caring for persons with AIDS. The CDC has issued no specific guidelines for the provision or cleaning of DME used in the home of a person with AIDS. However, the CDC has recommended the use of a 10-percent bleach solution wipe down of soiled DME that cannot be sterilized by ethyl oxide or autoclaved. Most DME used at home for patients with AIDS (hospital beds, commodes, walkers, wheelchairs) cannot be autoclaved or sterilized.

AIDS CASE MANAGEMENT AND  
WAIVER PROGRAM OF  
SAN MATEO COUNTY

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

OLDER ADULTS CARE MANAGEMENT

Signature: John A. Bonella

Title: CFO

Date: 8/1/01

**PART VI FORMS SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAM**

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SAN MATEO COUNTY ATTENDANT WORKSHEET**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

	YES		YES
Bath; type:		Help with Ambulation	
Oral Hygiene		Transfer	
Shampoo		Exercises	
Comb Hair		Meal Preparation	
Apply Lotion		Special Diet:	
Gentle Massage		Shopping	
Skin Care		Light Housekeeping	
Shave		Dishes	
Assist with Dressing		Bathroom	
Perineal Care		Linen Change	
Catheter Care		Laundry	
Toileting		Dusting, Vacuum, Iron	
Emotional Support		Clean Floors	

Special Instructions: \_\_\_\_\_

Projected Hours of Service: \_\_\_\_\_ Days of Week \_\_\_\_\_ Hours/Day \_\_\_\_\_

Daytime Emergency  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 San Mateo County  
 Social Worker Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

**ATTENDANT CANNOT:** Dispense medication, handle finances, pay bills, move heavy furniture, wash walls or windows.

Family or responsible party to call San Mateo County and attendant care provider regarding any changes in schedule. AIDS Case Management and Medi-Cal Waiver Program of San Mateo County telephone number is (650) 573-3900. **AIDS CASE MANAGEMENT AND WAIVER**

**PROGRAM OF SAN MATEO COUNTY  
BI-WEEKLY NURSING ATTENDANT HOME CARE REPORT**

Dates Covered by this Report: From \_\_\_\_\_ to \_\_\_\_\_

Date of this Report: \_\_\_\_\_

Client Name: \_\_\_\_\_ Client Karnofsky Scale Status: \_\_\_\_\_

Current Diagnosis: \_\_\_\_\_

SINCE LAST REPORT HAS THERE BEEN:		PATIENT NEEDS HELP WITH:	ASSESSMENT
	Yes/No		Vital Signs:
Deterioration in Health Status?	<input type="checkbox"/>	Personal Care	B/P
Change in Plan of Care?	<input type="checkbox"/>	Housekeeping	Pulse
Deterioration in Mental Status?	<input type="checkbox"/>	Meal Preparation	Respiration
Deterioration in Independence?	<input type="checkbox"/>	Ambulation	Skin Condition
Is Level of Care Appropriate?	<input type="checkbox"/>	Shopping	Continence
Is Amount of Attendant Care Adequate? If not, how much more is needed? _____ Hours	<input type="checkbox"/>	Laundry	Oral Hygiene
	<input type="checkbox"/>	Catheter Care	Nails/Hair
	<input type="checkbox"/>	Skin Care	Safety
Hospitalization?	<input type="checkbox"/>	Other	

Name of Hospital: \_\_\_\_\_ ( ) Unknown

Date of Admission: \_\_\_\_\_ ( ) N/A

Assistive Devices in the Home: \_\_\_\_\_

Report Between Patient and Attendant(s): \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SANMATEO COUNTY  
HOMEMAKER WORKSHEET**

CONTRACTOR'S NAME:			
Patient Last Name	First Name	Patient Signature	
<p align="center">Vital Signs</p> Temp _____ BP _____ Resp. _____ BP _____	<p align="center">Activity</p> <input type="checkbox"/> Transfer to Wheelchair <input type="checkbox"/> Range of Motion <input type="checkbox"/> Frequent Turning <input type="checkbox"/> Ambulation <input type="checkbox"/> Walker/Cane/Crutches	<p align="center">Household</p> <input type="checkbox"/> Shopping <input type="checkbox"/> Laundry <input type="checkbox"/> Area Cleaned	<p align="center">Patient Seemed:</p> <input type="checkbox"/> Alert <input type="checkbox"/> Awake <input type="checkbox"/> Forgetful <input type="checkbox"/> Confused
<p align="center">Toileting Assistance</p> <input type="checkbox"/> Bathroom/Commode/Bedpan <input type="checkbox"/> Bathroom Privileges <input type="checkbox"/> Patient is Incontinent <input type="checkbox"/> Patient had BM ____	<p align="center">Nutrition</p> <input type="checkbox"/> Meal Preparation <input type="checkbox"/> Feeding <input type="checkbox"/> Fluid <input type="checkbox"/> Push/Restrict	<input type="checkbox"/> Intake _____ <input type="checkbox"/> Output _____	
Comments:			
HHA/Attendant Signature	Time In:	Time Out:	Date:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: OLDER ADULTS CARE MANAGEMENT
Contact Person: ANNE HINTON
Address: 3335 Birch STREET
PALO ALTO, CA
Phone Number: (650) 329-1411 Fax Number: (650) 855-1705

II Employees

Does the Contractor have any employees? X Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes X 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...
Yes, the Contractor complies by offering a cash equivalent payment...
No, the Contractor does not comply.
The Contractor is, under a collective bargaining agreement which began on 9/3/00 (date) and expires on 9/3/02 (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 1st day of August, 2001 at PALO ALTO, CALIF
(City) (State)

John A. Borsella
Signature

John BORSSELLA
Name (Please Print)

CFO
Title

77-0066952
Contractor Tax Identification Number

**REPORT OF  
INDEPENDENT CONTRACTOR(S)**



05420700

See detailed instructions on page 2. Please type or print.

**SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):**

DATE 11/07/08	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF FORMS NEEDED
SERVICE-RECIPIENT NAME / BUSINESS NAME		CONTACT PERSON		
ADDRESS			TELEPHONE NO.	
CITY		STATE	ZIP	

**SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):**

FIRST NAME Older Adults	MI.	LAST NAME Care Management		
SOCIAL SECURITY NO. 770066952	STREET NO. 3335	STREET NAME Birch	UNIT/APT.	
CITY Palo Alto	STATE CA	ZIP 94306	CHECK HERE IF CONTRACT IS ONGOING	
START DATE OF CONTRACT 070101	AMOUNT OF CONTRACT 46000000	CONTRACT EXPIRATION DATE 063002		

FIRST NAME	MI.	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT.	
CITY	STATE	ZIP	CHECK HERE IF CONTRACT IS ONGOING	
START DATE OF CONTRACT MDDYY	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE MDDYY		

FIRST NAME	MI.	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT.	
CITY	STATE	ZIP	CHECK HERE IF CONTRACT IS ONGOING	
START DATE OF CONTRACT MDDYY	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE YDDYY		



COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321

FROM: Raymond Swope, County Counsel  
Telephone X 4759, Fax 363-4034, Pony CCO 111

SUBJECT: Approval of Board Memo, Resolution and Agreements with:  
  
At Home Health Care, Medical Care Professionals, Nurse Providers, Inc.,  
Older Adults Care Management, and Rainbow Home Care Services

DATE SUBMITTED: July 25, 2001

CONTRACT PERIOD: July 1, 2001 to June 30, 2002

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$460,00, funding is a blend of state and federal funds from CDA.

Department of Social Services, Department of Health Services, and County's Master State

Agreement for AIDS.

COUNTY COUNSEL'S OFFICE HAS REVIEWED AND HEREBY APPROVED AS TO  
FORM THE AGREEMENT STIPULATED ABOVE.

APPROVED BY:

  
DEPUTY COUNTY COUNSEL

8/2/01  
DATE

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

Number of pages faxed 3

DATE: July 27, 2001  
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163  
FROM: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Older Adults Care Management

DO THEY TRAVEL?: yes

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

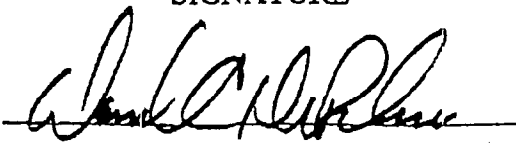
DUTIES (SPECIFIC): Contractor provides Home Health Care Services for clients of the AIDS Case Management/Waiver, Adult Protective Services/Intake, Linkages and Multipurpose Senior Services Programs.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$2M</u>	<u>✓</u>	_____	_____
Motor Vehicle Liability	<u>\$1M</u>	<u>✓</u>	_____	_____
Professional Liability	<u>\$3M</u>	<u>✓</u>	_____	_____
Worker's Compensation	<u>\$1M</u>	<u>✓</u>	_____	_____

REMARKS/COMMENTS

SIGNATURE

DATE



8-6-01



# CERTIFICATE OF INSURANCE

ISSUE DATE  
08/02/2001

PRODUCER

CALENDER-ROBINSON CO., INC.  
785 MARKET ST. #750  
SAN FRANCISCO, CA 94103  
(415) 978-3800  
FAX (415) 978-3825

Cert# 1942

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.

COMPANIES AFFORDING COVERAGE

COMPANY

A NEW HAMPSHIRE INSURANCE CO.

COMPANY

B NATIONAL UNION FIRE INS. CO.

COMPANY

C

COMPANY

D

INSURED

OLDER ADULT CARE MANAGEMENT

260 SHERIDAN AVENUE #440  
PALO ALTO, CA 94306

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	CDO 266-45-70	MAY 30 01	MAY 30 02	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE(Any One Fire) \$ 50,000
					MED. EXPENSE(Any One Person) \$ 5,000
A	AUTOMOBILE LIABILITY	CDO 266-45-70	MAY 30 01	MAY 30 02	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
B	OTHER	HHA 1939879	MAY 30 01	5-30-02	\$ 1,000,000 EACH CLAIM
	PROFESSIONAL LIABILITY				\$ 3,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES DIVISION  
225 W. 37TH AVENUE  
SAN MATEO, CA 94403

ATTN: MARIA GONZALES 650-573-3729

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.

10-DAY NOTICE OF CANCELLATION APPLIES FOR NON-PAYMENT OF PREMIUM

AUTHORIZED REPRESENTATIVE

*Maria Gonzales*

**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 01-01-01

POLICY NUMBER: 761-01 UNIT 000050  
CERTIFICATE EXPIRES: 01-01-02

AGING & ADULT SERVICES MSSP PROGRAM  
ATTN: DOREEN MILLER  
225 W 27TH AVE.  
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

OLDER ADULTS CARE MANAGEMENT  
520 EL CAMINO REAL #200  
SAN MATEO CA 94402

OLDER ADULTS CARE MANAGEMENT, INC

PRINTED: 12-16-00 P0408

AGREEMENT WITH RAINBOW HOME CARE SERVICES  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and RAINBOW HOME CARE SERVICES, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services, and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedules A and B, 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 for the Multipurpose Senior Services, Adult Protective Services, and Linkages Programs; and Schedule B for the AIDS Waiver/Case Management Program, the

amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000) collectively for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedules A and B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedules A and 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 Schedules A and B to the full satisfaction of the Director of Health Services or her designee.

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

3. Relationship of Parties

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

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary,

immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, 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 ..... \$1,000,000
- 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.

6. Non-Discrimination

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

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

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

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

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

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

7. Assignments and Subcontracts

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

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

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to

Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

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

licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

1) In the case of County, to:

San Mateo County Aging and Adult Services  
Jacqueline Toliver  
225 - 37th Avenue, Room 140  
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:

Mr. David Zink  
Rainbow Home Care Services  
62 Lloyd Street  
San Francisco, CA 94117

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

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

RAINBOW HOME CARE SERVICES

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

By:  \_\_\_\_\_

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

Date: 7/24/2001 \_\_\_\_\_

ATTEST:

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

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

ATTACHMENT I

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

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and Agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

David Zink  
Name of 504 Person - Type or Print

Rainbow Home Care      62 Lloyd St  
Name of Contractor(s) - Type or Print      Street Address or PO Box

St      CA      94117  
City      State      Zip Code

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

7/26/2001  
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.

## ATTACHMENT II

Contract between COUNTY OF SAN MATEO and RAINBOW HOME CARE SERVICES, 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 ensure 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.

**SCHEDULE A**

**MULTIPURPOSE SENIOR SERVICES,  
ADULT PROTECTIVE SERVICES /INTAKE,  
AND LINKAGES PROGRAMS**

**PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR  
SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND  
LINKAGES PROGRAMS**

- A. Contractor agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and State of which this Agreement is a part.
- B. All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Invoices shall contain:

- 1) The title of the Program: Multipurpose Senior Services, Adult Protective Services/Intake, or Linkages;
  - 2) Names and titles of all personnel for whom reimbursement is being requested;
  - 3) Names of clients, dates of service, unit type, service code, and hours of services provided; and
  - 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.
- C. Compensation for services shall be paid as described in Part II of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services  
Attention: Social Work Supervisor  
225 - 37<sup>th</sup> Avenue  
San Mateo, CA 94403

- D. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of



existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require Contractor to develop additional service units.

- E. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement. Contractor agrees to maintain and preserve until four (4) years after termination of County's Agreements with the State, and to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to, and to examine and audit, any and all pertinent books, documents, papers, and records of the Agreement related to the above named programs.
- F. Contractor shall indemnify and hold harmless State, 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 any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978.
- G. Contractor shall hold the State and individuals served under this Agreement harmless in the event County cannot or will not pay for services performed by the Contractor pursuant to this Agreement. Contractor shall be held solely and exclusively liable for any act or omission of its agents or employees as related to the services provided hereunder.
- H. Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Departments of Health Services and Aging in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- I. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention, and disposal. Contractor shall disclose no information without written authorization from San Mateo County, except for statistical information that does not identify specific clients, or as authorized by a program client with regards to information pertaining only to himself/herself. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. Contractor shall not use such information for any purpose other than carrying out the obligations under this Agreement. For the purposes of this paragraph, identity shall include but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

- J. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this Agreement.
- K. Contractor shall maintain licensure and certification requirements at all times during the term of this Agreement.
- L. 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, see Attachment I, as amended, 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, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Contractor shall send to each labor union or representative of workers with which vendor has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the Federal Government or the State, advising the labor union or worker's representative of the Contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- M. Contractor agrees to allow County, State, or Federal representatives, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County or State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that they will not unduly delay or interfere with the work being performed by Contractor.
- N. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms

and conditions of the primary contracts between County and the State, including Contract Number MS-0102-13.

- O. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement.

**PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE  
MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE  
SERVICES/INTAKE, AND LINKAGES PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

Services and Rates of Payment for RAINBOW HOME CARE SERVICES for July 1, 2001 to June 30, 2002

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
3.1	hour	Chore	\$18.00
	hour	Chore – 2 people	\$23.00
3.2	hour	Personal care	\$18.00
	hour	Personal Care – 2 people	\$23.00
3.3	visit	Health care / RN	\$85.00
	visit	Health care licensed Vocational Nurse	\$70.00
	visit	Health care OT	\$90.00
	visit	Health care PT	\$90.00
	visit	Health care ST	\$96.00
3.7	hour	Protective supervision	\$18.00
	hour	Protective Supervision – 2 people	\$23.00
	day	Day = 12 hours (night)	\$140.00
	day	Day = 12 hours (night) 2 people	\$170.00
	day	Day = 24 hours	\$185.00
	day	Day = 24 hours – 2 people	\$220.00
3.9	hour	Professional care assistance	\$18.00
	hour	Professional care assistance - 2 people	\$23.00
4.3	month	Case Management, Registered Nurse, M.A.	\$85.00

Services and Rates of Payment for RAINBOW HOME CARE SERVICES for July 1, 2001 to June 30, 2002 (Cont'd)

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>	<u>Mileage</u>
5.1	hour	Respite in-home care	\$18.00	
	day	Respite in-home care 24-hour live-in	\$185.00	
	hour	Respite in-home care - 2 people	\$23.00	
	day	Day = 12 hours (night)	\$140.00	
	day	Day = 12 hours (night) 2 people	\$170.00	
	day	Day = 24 hours - 2 people	\$220.00	
6.3	hour	Transportation-escort	\$18.00	0.32

**PART III DEFINITIONS OF SERVICES PROVIDED SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, AND LINKAGES PROGRAMS**

Chore (3.1) and Personal Care (3.2): Services are provided by trained individuals to elderly persons who need outside help to maintain independent living. Eligible clients are frail elderly individuals whose social, physical, and/or emotional impairments preclude total independent functioning but who can be maintained outside of an institution with assistance. Services will be provided in the client's place of residence.

Chore (3.1) is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

Chore (3.2) provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Purchase of toiletries and other personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship; client instruction in self care may also be provided; may also include assistance with preparation of meals but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it, may be changed, washed, and put away.

cleaned up, and when bed linen is soiled it, may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

Health Care (3.3): addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.

MSSP health care is limited to: skilled nursing services, nutrition evaluation and counseling, physical therapy, occupational therapy and speech therapy. In addition to the provision of care, these professionals and paraprofessionals may train, demonstrate, and supervise clients in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Protective Supervision (3.7): ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. May also provide a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there are no other means for summoning aid.

Professional Care Assistance (PCA), (3.9): is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP). PCA is a comprehensive skilled service delivered by a certified nursing assistant (CNA) or a home health aide (HHA). The CNA/HHA works under either the supervision of a Registered Nurse (RN) employed by a home health agency or under the direction of a RN from MSSP. The specific tasks provided are the same as listed under Personal Care (3.2) above. However, the special needs and circumstances of Waiver clients require a provider who can make skilled observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a CNA/HHA is greater and more specialized than that of a provider working under the State plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver.

Case Management (4.3): for the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, at the client's request, case management may also be arranged through a qualified outside provider under contract of provider Agreement with the MSSP site. Also under this service definition, additional case-specific resources of limited duration may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social,

legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

Respite (5.1, 5.2): the purpose of respite care is to relieve the client's caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide full-time care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.

As dictated by the client's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

Transportation/escort (6.3): assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

## SCHEDULE B

### AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

#### PART I ASSURANCES SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

- A. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations, under this clause, to labor organizations with which they have a collective bargaining or other Agreement.
- B. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party. County may terminate this Agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this Agreement; the balance, if any, due and owing shall be paid to Contractor
- C. Contractor agrees to make all records available upon reasonable notice at the Contractor's place of business or other mutually agreeable location in California. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Contract. Contractor agrees to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to and to examine, copy, and audit any and all pertinent books, documents, papers, and records of the Agreement related to this AIDS Case Management and Medi-Cal Waiver Program of San Mateo County and to keep the records for four (4) years after the termination of this Agreement.
- D. Contractor shall be reimbursed no more frequently than monthly in arrears upon submission of invoices for actual expenses incurred by Contractor. Invoices shall be submitted on Contractor's letterhead. Contractor agrees, upon reasonable notice, to make available to County, State, or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed, or

accounting costs or expenses incurred in the performance of this Agreement. County shall not be obligated to pay Contractor for 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. Invoices shall contain:

- 1) The title of the Program: Case Management and Medi-Cal Waiver Program;
- 2) Names and titles of all personnel for which reimbursement is being requested;
- 3) Names of clients, dates of service, and hours of services provided; and
- 4) The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

E. Compensation for services shall be paid as described in Part IV of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

Aging & Adult Services - San Mateo County  
Attention: Social Worker Supervisor, AIDS Program  
225 - 37<sup>th</sup> Avenue  
San Mateo, CA 94403

- F. Contractor shall hold the State and individuals served under this Agreement harmless in the event County cannot or will not pay for services performed by the Contractor pursuant to this Agreement.
- G. Contractor shall submit no claim to, demand or otherwise collect reimbursement from individuals served under this Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment or third party share of cost. Contractor shall accept Medi-Cal Waiver and Case Management Program (CMP) reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations.
- H. This Agreement may be terminated by Contractor or by the Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.
- I. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention and disposal. Contractor assumes full financial risk for services provided without authorization of the Nurse Case Manager. Contractor shall ensure that employees' training and preparation conform to



the requirements of the program and that all required licenses are current. Contractor shall maintain licensure and certification requirements at all times during this Agreement.

- J. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. The Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.
- K. Contractor, its agents, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of either County or State. This Agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Department of Health Services in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- L. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the Agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this Agreement. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and the State, specifically the AIDS Medi-Cal Waiver Contract and AIDS Case Management Contract of which this Agreement is a part.

## **PART II NURSING FACILITY LEVEL OF CARE (NF/LOC) SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

To qualify for Nursing Facility care services, a client must have at the least a medical condition that needs an out-of-home protective living arrangement with 24-hour supervision and skilled nursing care or observation on an ongoing intermittent basis to abate health deterioration. Nursing Facility care services emphasize care aimed at preventing or delaying acute episodes of physical or mental illness and encouragement of individual client independence to the extent of his or her ability. Use the following description as a guide for determining appropriate placement:

1. The complexity of the client's medical problems is such that he or she requires skilled nursing care or observation on an ongoing intermittent basis and 24-hour supervision to meet his or her health needs.
2. Medications may be mainly supportive or stabilizing but still require professional nurse

observation for response and effect on an intermittent basis.

3. Diet may be of a special type; client may need assistance in feeding him/herself.
4. The client may require assistance or supervision in personal care, such as in bathing or dressing.
5. The client may need encouragement in restorative measures for increasing and strengthening his or her functional capacity to work toward greater independence.
6. The client may have some degree of vision, hearing, or sensory loss.
7. The client may have limitation in movement.
8. The client may be incontinent of urine and/or bowels.
9. The client may exhibit some mild confusion or depression; however, his or her behavior must be stabilized to such an extent that it poses no threat to him/herself or others.

### **PART III SCOPE OF WORK SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This Agreement shall be of no force and effect unless and until the County has fully executed Agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these Agreements have been approved by the State.

- A. Contractor shall carry out the following duties and responsibilities for patients/clients referred by County and accepted for service by Contractor for attendant care, skilled nursing, and/or homemaker care. These duties and responsibilities are included herein, and incorporated hereto.
- B. Contractor shall submit reports to the social worker supervisor or his/her designee, pursuant to Scope of Work for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the social worker supervisor or his/her designee, in the same format as set forth in Part VI of this schedule.

- C. Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.
- D. Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.
- E. In the event the Contractor prepares any publication as part of the work funded by the State of California under the primary contracts, such publication is subject to prior review and approval by the County and the State of California as having provided funds, whether in whole or in a part, for the production of said materials.

#### ATTENDANT CARE

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **attendant care**.

- a. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
- b. Copy of Attendant Worksheet will be left in the home regarding duties to be performed; and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Attendant Worksheet.
- c. Attendants shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- d. Contractor shall provide an RN one time at least every sixty-two (62) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report (Part VI), and submit the report to the social worker supervisor.
- e. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee

semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.

- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.
- h. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this Agreement.

#### REGISTERED NURSE CARE

Contractor shall carry out the following duties and responsibilities for patients referred by the County and accepted for service by the Contractor for **registered nurse care**.

- a. Accept referrals for registered nurse care from the County for requested service.
- b. Provide private-duty Registered Nurse (RN) care within the guidelines for RNs licensed in the State of California and the Nurses Practice Act.
- c. Secure written orders from the patient's treating physician for type of care, frequency, and duration of service to be provided.
- d. Maintain records and reports to the extent required by state and federal laws.
- e. Assure verification in employee personnel file of current RN licensure and current IV certification for those individuals performing IV therapy and maintain licensure and certification requirements at all times during this contract.
- f. Assure that qualified registered nursing staff are available to provide needed private-duty home health care.
- g. Submit documentation of service provided with billing invoices. Documentation to include nursing notes and time cards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.
- j. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

## HOMEMAKER SERVICES

Contractor shall carry out the following duties and responsibilities for patients/clients referred by the County and accepted for service by the Contractor for **homemaker services**.

- a. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
- b. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.
- c. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made. See Part VI for Homemaker Services Worksheet.
- d. Homemakers shall submit documentation of work completed along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
- e. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
- f. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the Agreement.
- g. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Part V of this schedule.

## PSYCHO-SOCIAL COUNSELING

Contractor shall carry out the following duties and responsibilities for patient/clients referred by County and accepted for service by Contractor for **psycho-social counseling**.

- a. Psycho-social counselor - an individual licensed by the State of California as: Licensed Clinical Social Worker (LCSW); Master's Degree in Social Work (MSW) who would qualify for licensure as an LCSW within two years of employment; Marriage, Family and Child Counselor (MFCC); an individual with the following: Clinical Psychologist at a Ph.D. level; Nurse with a Master's Degree (Psychiatric Mental Health Nurse) or a Nurse with a Bachelor's Degree and four years of supervised outpatient experience in a community mental health program.
- b. Accept referrals for psycho-social counseling from County for requested service.
- c. For the purpose of this Agreement, psycho-social counseling refers to bereavement and supportive therapy to patients with life-threatening and terminal illness.
- d. Psycho-social counseling when appropriate will be provided to patients/clients either individually, or with life partners and family, however broadly defined.
- e. Maintain records and reports to the extent required by state and federal laws.
- f. Ensure current licensing information is maintained in employee's personnel file at all times.
- g. Submit monthly documentation of service provided with billing invoices. Documentation to include date counseling session provided to patient/client, brief paragraph describing patient's response to counseling, and timecards of employees providing service.
- h. Submit monthly statement within thirty (30) days after the close of the month of service delivery to the social worker supervisor or his/her designee.
- i. Contractor representative shall meet with the San Mateo County liaison or his/her designee semiannually, i.e., January and July, to evaluate service and compliance with the Agreement.

**PART IV REIMBURSEMENT RATES SPECIFIC TO AIDS WAIVER AND  
CASE MANAGEMENT PROGRAMS**

The following are maximum allowable rates for contracted services for enrolled patients/clients for the AIDS Case Management and Medi-Cal Waiver Programs of San Mateo County:

<u>SERVICES</u>	<u>RATES</u>
Skilled Nursing Care (RN)	\$40.57/Hour
Skilled Nursing Care (LVN)	\$29.41/Hour
Psycho Social Counseling	\$33.48/Hour
Attendant Care	\$18.90/Hour
Homemaker Services	\$11.56Hour

Providers of service may also bill up to **one (1) additional hour per visit** for actual travel associated with providing skilled nursing care, attendant care, homemaker services, and psychosocial counseling.

**SAMPLE OF RATE STRUCTURE**

**RN CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$40.57	\$ 81.14	\$81.14
2 Hours	1 Hour	\$40.57	\$121.71	\$60.86
3 Hours	1 Hour	\$40.57	\$162.28	\$54.09
4 Hours	1 Hour	\$40.57	\$202.85	\$50.71
5 Hours	1 Hour	\$40.57	\$243.42	\$48.68
6 Hours	1 Hour	\$40.57	\$283.99	\$47.33
7 Hours	1 Hour	\$40.57	\$324.56	\$46.37
8 Hours	1 Hour	\$40.57	\$365.13	\$45.64

**LVN CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$29.41	\$ 58.82	\$58.82
2 Hours	1 Hour	\$29.41	\$ 88.23	\$44.12
3 Hours	1 Hour	\$29.41	\$117.64	\$39.21
4 Hours	1 Hour	\$29.41	\$147.05	\$36.76
5 Hours	1 Hour	\$29.41	\$176.46	\$35.29
6 Hours	1 Hour	\$29.41	\$205.87	\$34.31
7 Hours	1 Hour	\$29.41	\$235.28	\$33.61
8 Hours	1 Hour	\$29.41	\$264.69	\$33.09

**PSYCHO-SOCIAL COUNSELING:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$33.48	\$ 66.96	\$66.96
2 Hours	1 Hour	\$33.48	\$ 100.44	\$50.22
3 Hours	1 Hour	\$33.48	\$133.92	\$44.64
4 Hours	1 Hour	\$33.48	\$167.40	\$41.85
5 Hours	1 Hour	\$33.48	\$200.88	\$40.18
6 Hours	1 Hour	\$33.48	\$234.36	\$39.06
7 Hours	1 Hour	\$33.48	\$267.84	\$38.26
8 Hours	1 Hour	\$33.48	\$301.32	\$37.67

**ATTENDANT CARE:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$18.90	\$ 37.80	\$37.80
2 Hours	1 Hour	\$18.90	\$ 56.70	\$28.35
3 Hours	1 Hour	\$18.90	\$ 75.60	\$25.20
4 Hours	1 Hour	\$18.90	\$ 94.50	\$23.63
5 Hours	1 Hour	\$18.90	\$113.40	\$22.68
6 Hours	1 Hour	\$18.90	\$132.30	\$22.05
7 Hours	1 Hour	\$18.90	\$151.20	\$21.60
8 Hours	1 Hour	\$18.90	\$170.10	\$21.26

**HOMEMAKER:**

<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$11.56	\$ 23.12	\$23.12
2 Hours	1 Hour	\$11.56	\$ 34.68	\$17.34
3 Hours	1 Hour	\$11.56	\$ 46.24	\$15.41
4 Hours	1 Hour	\$11.56	\$ 57.80	\$14.45
5 Hours	1 Hour	\$11.56	\$ 69.36	\$13.87
6 Hours	1 Hour	\$11.56	\$ 80.92	\$13.49
7 Hours	1 Hour	\$11.56	\$ 92.48	\$13.21
8 Hours	1 Hour	\$11.56	\$104.04	\$13.01

Rates subject to change. Contract rates will be subject to change following thirty (30) days written notice.

AIDS CASE MANAGEMENT AND  
MEDI-CAL WAIVER PROGRAMS OF  
PROGRAM OF SAN MATEO COUNTY

RAINBOW HOME CARE SERVICES

Signature: \_\_\_\_\_

Signature: *[Signature]*

Title: \_\_\_\_\_

Title: President

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

Date: 7/26/2001



**PART V CENTER FOR DISEASE INFECTION CONTROL GUIDELINES  
SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT  
PROGRAMS**

**(Recommended for the Care of the Person with AIDS at Home.)**

These guidelines are the basis for infection control and are based upon Center for Disease Control (CDC) recommendations.

1. Handwashing

Handwashing is the single most important way to prevent the spread of an infectious organism. Soap and water should be used at all times. Handwashing should be done before and after all aspects of patient care, including preparation and serving of meals to patients/clients in their homes. If running water is not available, gloves should be worn. Handwashing is advised after removing and disposing of gloves.

2. Gloves

Gloves serve to block the transmission of any infectious agent to a potential host. The caregiver should wear gloves in the following situations:

- a. When caring for open skin lesions or wounds.
- b. When handling secretions or excretions, such as emesis, urine, stool, blood, or wound secretions.
- c. When handling soiled diapers, incontinence pads, linens, or clothing.
- d. When providing oral care if contact with oral lesions or blood is likely.
- e. When providing perineal care to the person who is incontinent or to a woman who is menstruating or who has postpartum bleeding.

Gloves are not required when bathing AIDS patients without skin lesions, when assisting AIDS patients with transfers or ambulation, when feeding AIDS patients, or when talking with or counseling an AIDS patient.

3. Protective Smocks

Protective smocks are not required for routine caregiving, but aprons or gowns may be used if soiling of the caregiver or his/her clothing is likely.

4. Handling of Needles and Other Sharp Instruments

Needles, scalpels, and other sharp instruments must be handled with particular caution because the virus is capable of being transmitted through blood contact. Needles should not be recapped or resheathed after use, but disposed of intact in a puncture-resistant container.

5. Disposal of Supplies

Soiled disposable supplies used in the care of the person with AIDS (gloves, diapers, incontinence pads, toilet paper, dressing supplies, respiratory therapy tubing, or nebulizers) may be placed in a heavy-duty plastic bag which can be securely fastened at the top. If a heavy-duty plastic bag is not available, double-bagging should be done. Removal of these plastic bags should be in a regular trash disposal system.

6. Environmental Safety

Environmental safety is maintained by usual household cleaning methods. Standard household detergents are appropriate to maintain a safe environment for the person with AIDS and other members of his/her household.

For floor or counter surfaces soiled by secretions or excretions and for removal of surface debris, cleansing with hot, soapy water, followed by disinfecting with a 10-percent bleach solution (1 part bleach, 9 parts water) is adequate. The bleach solution also can be used to disinfect the toilet, tub, and shower after routine cleaning.

Bedpans and commodes should be cleaned regularly with household detergents and hot water. Soiled linens or clothing may be laundered in the household or laundromat washing machine. One cup of bleach, along with the regular detergent, should be added to water prior to placing clothes in the washer. (This procedure will help prevent discoloring of clothes.)

Items that are shared with other patients, such as toilets, showers, or bedpans, do not require different handling or cleansing. The cleaning procedures described earlier are sufficient: removing surface debris, cleaning with hot, soapy water, and disinfecting with a 10-percent bleach solution.

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated. Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.

7. Pets

Pets may pose a particular threat to the person with AIDS. Organisms sometimes present in the excrement of cats, birds, and fish may cause serious illness because the immune system of the person with AIDS is compromised. As a result, for patients who wish to keep pets, someone other than the person with AIDS should be responsible for cleaning the bird cage, cat litter box, or fish tank.

PREGNANT CAREGIVERS AND AIDS

Women who are pregnant, or who may be pregnant, should be excused from providing direct care to a person with AIDS. The rationale for this policy is that persons with AIDS are prone to two viruses -- cytomegalovirus and herpes virus -- which have been known to cause serious birth defects and/or spontaneous abortions (miscarriages). Although the infection control guidelines discussed earlier would prevent caregivers from acquiring these infections if followed, the serious harmful effects to the fetus of these viruses require particular caution. Further support for this position is found in the restriction of pregnant women from other potential occupational exposures, such as radiation therapy, which pose a threat to the fetus.

DURABLE MEDICAL EQUIPMENT WITH AIDS

The management and cleaning of durable medical equipment (DME) is an issue of particular concern for home health care providers caring for persons with AIDS. The CDC has issued no specific guidelines for the provision or cleaning of DME used in the home of a person with AIDS. However, the CDC has recommended the use of a 10-percent bleach solution wipe down of soiled DME that cannot be sterilized by ethyl oxide or autoclaved. Most DME used at home for patients with AIDS (hospital beds, commodes, walkers, wheelchairs) cannot be autoclaved or sterilized.

AIDS CASE MANAGEMENT AND  
WAIVER PROGRAM OF  
SAN MATEO COUNTY

RAINBOW HOME CARE SERVICES

Signature: \_\_\_\_\_

Signature: [Handwritten Signature]

Title: \_\_\_\_\_

Title: President

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

Date: 7/26/2001

**PART VI FORMS SPECIFIC TO THE AIDS WAIVER AND CASE MANAGEMENT PROGRAM**

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SAN MATEO COUNTY ATTENDANT WORKSHEET**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

	YES		YES
Bath; type:		Help with Ambulation	
Oral Hygiene		Transfer	
Shampoo		Exercises	
Comb Hair		Meal Preparation	
Apply Lotion		Special Diet:	
Gentle Massage		Shopping	
Skin Care		Light Housekeeping	
Shave		Dishes	
Assist with Dressing		Bathroom	
Perineal Care		Linen Change	
Catheter Care		Laundry	
Toileting		Dusting, Vacuum, Iron	
Emotional Support		Clean Floors	

Special Instructions: \_\_\_\_\_

Projected Hours of Service: \_\_\_\_\_

Days of Week

Hours/Day

Daytime Emergency

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

San Mateo County

Social Worker Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

**ATTENDANT CANNOT:** Dispense medication, handle finances, pay bills, move heavy furniture, wash walls or windows.

Family or responsible party to call San Mateo County and attendant care provider regarding any changes in schedule. AIDS Case Management and Medi-Cal Waiver Program of San Mateo County telephone number is (650) 573-3900. **AIDS CASE MANAGEMENT AND WAIVER**

**PROGRAM OF SAN MATEO COUNTY  
BI-WEEKLY NURSING ATTENDANT HOME CARE REPORT**

Dates Covered by this Report: From \_\_\_\_\_ to \_\_\_\_\_

Date of this Report: \_\_\_\_\_

Client Name: \_\_\_\_\_ Client Karnofsky Scale Status: \_\_\_\_\_

Current Diagnosis: \_\_\_\_\_

SINCE LAST REPORT HAS THERE BEEN:		PATIENT NEEDS HELP WITH:	ASSESSMENT
	Yes/No		Vital Signs:
Deterioration in Health Status?	<input type="checkbox"/>	Personal Care	B/P
Change in Plan of Care?	<input type="checkbox"/>	Housekeeping	Pulse
Deterioration in Mental Status?	<input type="checkbox"/>	Meal Preparation	Respiration
Deterioration in Independence?	<input type="checkbox"/>	Ambulation	Skin Condition
Is Level of Care Appropriate?	<input type="checkbox"/>	Shopping	Continence
Is Amount of Attendant Care Adequate? If not, how much more is needed? _____ Hours	<input type="checkbox"/>	Laundry	Oral Hygiene
	<input type="checkbox"/>	Catheter Care	Nails/Hair
	<input type="checkbox"/>	Skin Care	Safety
Hospitalization?	<input type="checkbox"/>	Other	

Name of Hospital: \_\_\_\_\_ ( ) Unknown

Date of Admission: \_\_\_\_\_ ( ) N/A

Assistive Devices in the Home: \_\_\_\_\_

Report Between Patient and Attendant(s): \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**AIDS CASE MANAGEMENT AND WAIVER PROGRAM OF SANMATEO COUNTY  
HOMEMAKER WORKSHEET**

CONTRACTOR'S NAME:			
Patient Last Name	First Name	Patient Signature	
<p align="center">Vital Signs</p> Temp _____ BP _____ Resp. _____ BP _____	<p align="center">Activity</p> <input type="checkbox"/> Transfer to Wheelchair <input type="checkbox"/> Range of Motion <input type="checkbox"/> Frequent Turning <input type="checkbox"/> Ambulation <input type="checkbox"/> Walker/Crane/Crutches	<p align="center">Household</p> <input type="checkbox"/> Shopping <input type="checkbox"/> Laundry <input type="checkbox"/> Area Cleaned	<p align="center">Patient Seemed:</p> <input type="checkbox"/> Alert <input type="checkbox"/> Awake <input type="checkbox"/> Forgetful <input type="checkbox"/> Confused
<p align="center">Toileting Assistance</p> <input type="checkbox"/> Bathroom/Commode/Bedpan <input type="checkbox"/> Bathroom Privileges <input type="checkbox"/> Patient is Incontinent <input type="checkbox"/> Patient had BM ____	<p align="center">Nutrition</p> <input type="checkbox"/> Meal Preparation <input type="checkbox"/> Feeding <input type="checkbox"/> Fluid <input type="checkbox"/> Push/Restrict	<input type="checkbox"/> Intake _____ <input type="checkbox"/> Output _____	
Comments:			
HHHA/Attendant Signature	Time In:	Time Out:	Date:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Rainbow Home Care
Contact Person: David Zink
Address: 62 Lloyd St, SF, CA 94117
Phone Number: 415-643-8983 Fax Number: 415-621-4266

II Employees

Does the Contractor have any employees? [X] Yes [ ] No
Does the Contractor provide benefits to spouses of employees? [ ] Yes [X] 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 26th day of July, 2001 at SF, CA (City) (State)

[Signature]
Signature

David Zink
Name (Please Print)

President
Title

94-3314601
Contractor Tax Identification Number

**REPORT OF  
INDEPENDENT CONTRACTOR(S)**



05420700

See detailed instructions on page 2. Please type or print.

**SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):**

DATE M M D D Y Y	FEDERAL ID NO. 	CA EMPLOYER ACCOUNT NO. 	SOCIAL SECURITY NO. 	NO. OF FORMS NEEDED 
SERVICE-RECIPIENT NAME / BUSINESS NAME 			CONTACT PERSON 	
ADDRESS 			TELEPHONE NO. 	
CITY 			STATE 	ZIP 

**SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):**

FIRST NAME Rainbow Home	MI 	LAST NAME Care Services		
SOCIAL SECURITY NO. 943314621	STREET NO. 62	STREET NAME Lloyd	UNIT/APT ST	
CITY San Francisco			STATE CA	ZIP 94117
START DATE OF CONTRACT 070101	AMOUNT OF CONTRACT 460,000.00	CONTRACT EXPIRATION DATE 063002	CHECK HERE IF CONTRACT IS ONGOING <input type="checkbox"/>	

FIRST NAME 	MI 	LAST NAME 		
SOCIAL SECURITY NO. 	STREET NO. 	STREET NAME 	UNIT/APT 	
CITY 			STATE 	ZIP 
START DATE OF CONTRACT M M D D Y Y	AMOUNT OF CONTRACT 	CONTRACT EXPIRATION DATE M M D D Y Y	CHECK HERE IF CONTRACT IS ONGOING <input type="checkbox"/>	

FIRST NAME 	MI 	LAST NAME 		
SOCIAL SECURITY NO. 	STREET NO. 	STREET NAME 	UNIT/APT 	
CITY 			STATE 	ZIP 
START DATE OF CONTRACT M M D D Y Y	AMOUNT OF CONTRACT 	CONTRACT EXPIRATION DATE M M D D Y Y	CHECK HERE IF CONTRACT IS ONGOING <input type="checkbox"/>	



COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321

FROM:

Raymond Swope, County Counsel  
Telephone X 4759, Fax 363-4034, Pony CCO 111

SUBJECT:

Approval of Board Memo, Resolution and Agreements with:

At Home Health Care, Medical Care Professionals, Nurse Providers, Inc.,  
Older Adults Care Management, and Rainbow Home Care Services

DATE SUBMITTED: July 25, 2001

CONTRACT PERIOD: July 1, 2001 to June 30, 2002

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$460,00, funding is a blend of state and federal funds from CDA,

Department of Social Services, Department of Health Services, and County's Master State

Agreement for AIDS.

COUNTY COUNSEL'S OFFICE HAS REVIEWED AND HEREBY APPROVED AS TO  
FORM THE AGREEMENT STIPULATED ABOVE.

APPROVED BY:

  
DEPUTY COUNTY COUNSEL

8/2/01  
DATE

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

Number of pages faxed 3

DATE: July 27, 2001  
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163  
FROM: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Rainbow Home Care Services

DO THEY TRAVEL?: yes

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Contractor provides Home Health Care Services for clients of the AIDS Case Management/Waiver, Adult Protective Services/Intake, Linkages and Multipurpose Senior Services Programs.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse

7-29-01

**CERTIFICATE OF INSURANCE**

Date (mm/dd)

12/01

Producer (510) 222-8643  
**GALEN HAYES INSURANCE AGENCY**  
 3550 SAN PABLO DAM ROAD # C  
 EL SOBRANTE, CA 94803

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.

**COMPANIES AFFORDING COVERAGE**

- Company A **SCOTTSDALE INSURANCE COMPANY**
- Company B
- Company C
- Company D

Insured RAINB01-BGC  
**DAVID ZINK**  
 RAINBOW HOME CARE  
 62 LLOYD STREET  
 SAN FRANCISCO CA 94117

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liab <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Cont Protective	OPS0003270	11/16/00	11/16/01	General Aggregate \$ 1,000,000 Products-Comp Ops Agg \$ 1,000,000 Personal & Adv Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Fire Damage (any 1 fire) \$ 100,000 Med Exp (any one person) \$ 100,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit \$ Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> Any Auto				Auto Only - Ea Accident \$ Other Than Auto Only \$ Each Accident \$ Aggregate \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence \$ Aggregate \$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> The Proprietor/Partners/Executive Officers are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl				Statutory Limit Other \$ EL Each Accident \$ EL Disease-Policy Limit \$ EL Disease-Ea Employee \$
A	<b>PROFESSIONAL LIAB</b>	OPS0003270	11/16/00	11/16/01	\$1,000,000. \$500. DED. PER CLAIM

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

DEPT. OF HEALTH SERVICES BOARD OF SUPERVISORS COUNTY OF SAN MATEO & THEIR OFFICERS, AGENTS, EMPLOYEES AND OTHERS ARE NAMED AS CERTIFICATE HOLDER.

**CERTIFICATE HOLDER**

**CANCELLATION**

003

DEPT. OF HEALTH SERVICES  
 BOARD OF SUPERVISORS COUNTY  
 OF SAN MATEO.  
 62 LLOYD STREET  
 SAN FRANCISCO, CA 94117-3219

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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

*Galen Hayes*