


COUNTY OF SAN MATEO
Departmental Correspondence

Date: 1-24-2002
Hearing date: 2-5-2002

TO: Honorable Board of Supervisors

FROM: Charlene A. Silva, Director, Aging and Adult Services 

SUBJECT: Agreements with three new providers and Amendment No. 1 with five current contractors for home health care services

RECOMMENDATION

Adopt a resolution

1. authorizing the President of the Board to waive the Request for Proposals process and execute agreements with Arcadia Health Care, Care Resource, and Matched Caregivers for home health care services; and
2. authorizing the President of the Board to execute Amendment No. 1 to agreements with At Home Health Care, Medical Care Professionals, Nurse Providers, Inc., Older Adults Care Management, and Rainbow Home Care Services

Background

Aging and Adult Services (AAS) provides protective and supportive services, case management, and conservatorship services to functionally impaired adults and seniors. Supportive services provided by AAS include attendant care to individuals living independently. Attendants provide a variety of personal and health-related services that enable clients, including some of the more severely impaired, to remain in their own homes and avoid institutionalization. AAS programs that provide attendant care include Multipurpose Senior Services Program (MSSP), AIDS Case Management and Waiver (AIDS), Linkages/Respite, Centralized Intake/Adult Protective Services (APS), and Public Guardian.

MSSP serves persons age 65 or over who are eligible for or are receiving Medi-Cal and who are eligible for placement in a skilled nursing facility. The AIDS Case Management Program, including AIDS Waiver, provides services to clients who are at risk due to deterioration in health related to HIV. Linkages provides assessment and case management services for the elderly and younger disabled adult population through the purchase of services such as in-home chore care and transportation, enabling persons having difficulty caring for themselves to continue to live independently in the community. The APS staff assess and develop care plans in situations where

the elderly or dependent adults have been subjected to or are at-risk of neglect, abandonment, isolation, abduction, or physical, mental, or financial abuse. Public Guardian manages the personal care and financial resources of individuals who are unable to provide for their own personal or financial needs.

A Request for Proposals (RFPs) for a four-year cycle from July 1, 2000 to June 30, 2004, for attendant care services for clients in four programs (AIDS, MSSP, Linkages/Respite, and APS) was issued in July 2000. Five organizations submitted proposals in response to the RFP: At-Home Health Care, Medical Care Professionals, Nurse Providers, Inc., Older Adults Care Management, and Rainbow Home Care Services. A review committee including representatives from various county departments evaluated all the proposals to assess the applicants' experience and competence in the provision of the services required. Based on the criteria and the committee's evaluations, all five applicants were selected to provide home health care services. On August 21, 2001, your board approved renewal agreements with these five attendant care providers.

Discussion

Since the RFP process was completed in the summer of 2000, staff has identified three new attendant care providers whose experience, competence, and range of services make them appropriate candidates for providing services. These providers are Arcadia Health Care, Care Resource, and Matched Caregivers. Adding these providers to the list of available contractors will provide AAS with a larger pool of home health care service providers particularly in the south and central areas of the county where currently the number of available providers is very limited. We are requesting that the RFP process for the period of January 2002 to June 30, 2004 be waived for the three new providers. We are also requesting to amend the current agreements with the home health care providers to include the Public Guardian and to extend the term to coincide with the RFP period.

Performance Measures

Use of attendant care in programs throughout AAS helps the division to achieve one of its primary performance measures.

Performance Measures	Actual FY 2000-01	Estimated FY 2001-02
Percent of severely impaired client population who are maintained in an independent setting through case management	80%	78%

The new agreements and the amendments have been reviewed and approved by County Counsel, and they meet CDA and the State Department of AIDS requirements for subcontractor agreements.

Term and Fiscal Impact

The term of the current contracts is July 1, 2001 to June 30, 2002 and is extended to coincide with the RFP period, which will end in June 30, 2004. The term for new agreements is January 1, 2002 through June 30, 2004. For the period July 1, 2001 to June 30, 2002, the maximum amount the county shall be obligated to pay collectively to all contractors for services provided through the new Agreements and the five Agreements approved through Resolution No. 64703 dated August 21, 2001 is \$510,000. Based on available funding, these Agreements will be amended annually to add new funds. Funding is a blend of state and federal funds. All funds are included in AAS's approved budget for FY 2001-02. There is no impact on the county General Fund as a result of this action.

RECOMMENDED


HEALTH SERVICES AGENCY

RESOLUTION NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION APPROVING AGREEMENTS WITH ARCADIA HEALTH CARE, CARE
RESOURCE, AND MATCHED CAREGIVERS, AND AMENDMENT NO. 1 WITH
AT HOME HEALTH CARE, MEDICAL CARE PROFESSIONALS, NURSE
PROVIDERS, INC., OLDER ADULTS CARE MANAGEMENT,
AND RAINBOW HOME CARE SERVICES

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of
California, that

WHEREAS, there have been presented to this Board of Supervisors for its
consideration and acceptance Agreements and Amendments, reference to which is hereby made
for further particulars, whereby Arcadia Health Care, Care Resource, Matched Caregivers, At
Home Health Care, Medical Care Professionals, Nurse Providers, Inc., Older Adults Care
Management, and Rainbow Home Care Services shall provide Home Health Care services to
Multipurpose Senior Services Program, AIDS Case Management/Waiver Program, Adult
Protective Services/Intake, Linkages, and Public Guardian clients; and

WHEREAS, the maximum the county shall be obligated to pay collectively for the
period of July 1, 2001 to June 30, 2002 to all Contractors for services provided through the new
Agreements and the five Agreements approved through Resolution Number 64703 dated August
21, 2001 is \$510,000; and

WHEREAS, this Board has been presented with forms of the Agreements and
Amendments and has examined and approved them as to both form and content and desires to
enter into the Agreements and Amendments:

NOW, THEREFORE, IT IS RESOLVED that the Request for Proposals for the
period of January 1, 2002 to June 30, 2004 is waived and that Agreements with Arcadia Health
Care, Care Resource, and Matched Caregivers and Amendment No. 1 with At Home Health Care,
Medical Care Professionals, Nurse Providers, Inc., Older Adults Care Management, and Rainbow
Home Care Services are hereby approved, and the President of this Board of Supervisors is hereby
authorized and directed to execute the aforesaid Agreements for and on behalf of the County of
San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

**COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM**

Number of pages faxed 2

DATE: December 13, 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: Arcadia Health Care

DO THEY TRAVEL?: Providers go to the homes of clients to provide services.

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Contractor will provide home health care services for clients of the Multipurpose Senior Services, Adult Protective Services/Intake, Linkages, Public Guardian and AIDS Waiver and Case Management Programs.

COVERAGE:	Amount	approve	waive	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 12/18/01

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 Arcadia Health Care, Care Resource, and Matched
Caregivers

Amendment No. 1 with At Home Health Care, Medical Care
Professionals, Nurse Providers, Inc., Older Adults Care Management, and
Rainbow Home Care

DATE SUBMITTED: December 17, 2001

CONTRACT PERIOD: New Agreements, January 1, 2002 to June 30, 2004
Amendments, July 1, 2001 to June 30, 2004

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$510,000 – funding is a blend of state and federal funds from CDA.

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

Agreement for AIDS, and Public Guardian individual client accounts.

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

APPROVED BY:  12/18/01
DEPUTY COUNTY COUNSEL DATE

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Arcadia Health Services, Inc., dba Arcadia Health Care
Contact Person: Barbara Gay, Regional Vice President
Address: 26777 Central Park Blvd., Suite 200 Southfield, MI 48076
Phone Number: (800) 733-8427 Fax Number: (248) 352-5189

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)

- [x] 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 4th day of December 2001 at Southfield, MI (City) (State)

Handwritten signature of Cathy Sparling

Signature

CATHY SPARLING

Name (Please Print)

VP/COO

Title

38-2186866

Contractor Tax Identification Number

**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:

**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"/> <input type="checkbox"/>	Personal Care	B/P
Change in Plan of Care?	<input type="checkbox"/> <input type="checkbox"/>	Housekeeping	Pulse
Deterioration in Mental Status?	<input type="checkbox"/> <input type="checkbox"/>	Meal Preparation	Respiration
Deterioration in Independence?	<input type="checkbox"/> <input type="checkbox"/>	Ambulation	Skin Condition
Is Level of Care Appropriate?	<input type="checkbox"/> <input type="checkbox"/>	Shopping	Continence
Is Amount of Attendant Care Adequate? If not, how much more is needed? _____ Hours	<input type="checkbox"/> <input type="checkbox"/>	Laundry	Oral Hygiene
	<input type="checkbox"/> <input type="checkbox"/>	Catheter Care	Nails/Hair
	<input type="checkbox"/> <input type="checkbox"/>	Skin Care	Safety
Hospitalization?	<input type="checkbox"/> <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

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**

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.

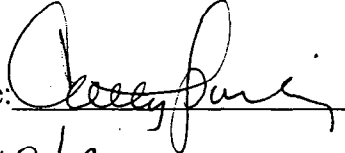
AIDS CASE MANAGEMENT AND
WAIVER PROGRAM OF
SAN MATEO COUNTY

ARCADIA HEALTH CARE

Signature: _____

Title: _____

Date: _____

Signature:  _____

Title: VP/COO _____

Date: 12/4/01 _____

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.

**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.

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:

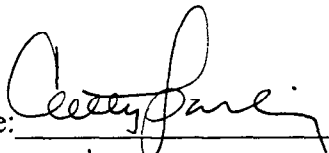
<u>SERVICE TIME</u>	<u>ADD-ON</u>	<u>RATE/HOUR</u>	<u>TOTAL AMOUNT</u>	<u>APPROX/HOUR</u>
1 Hour	1 Hour	\$11.56	\$ 23.12	\$23.12
2 Hours	1 Hour	\$11.56	\$ 34.68	\$17.34
3 Hours	1 Hour	\$11.56	\$ 46.24	\$15.41
4 Hours	1 Hour	\$11.56	\$ 57.80	\$14.45
5 Hours	1 Hour	\$11.56	\$ 69.36	\$13.87
6 Hours	1 Hour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

ARCADIA HEALTH CARE

Signature: _____

Signature: 

Title: _____

Title: VP/COO

Date: _____

Date: 12/4/01

**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

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.

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

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

- 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

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.

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.

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 - 37th 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,

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

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.

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.

Services and Rates of Payment for ARCADIA HEALTH CARE for January 1, 2002 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, LINKAGES, AND PUBLIC GUARDIAN 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

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, LINKAGES, AND PUBLIC GUARDIAN
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 ARCADIA HEALTH CARE for January 1, 2002 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

- 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

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.

SCHEDULE A

MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES /INTAKE, LINKAGES, AND PUBLIC GUARDIAN PROGRAMS

PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, LINKAGES, AND PUBLIC GUARDIAN 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, Linkages, or Public Guardian;
 - 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: Attendant Care Coordinator
225 – 37th 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

ATTACHMENT II

Contract between COUNTY OF SAN MATEO and ARCADIA HEALTH 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.

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) N/A

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

Cathy Sparling

Name of 504 Person - Type or Print		Street Address or PO Box
Accadia Health Services, Inc.		26777 Central Park Blvd., Suite 200
Name of Contractor(s) - Type or Print		Street Address or PO Box
Southfield, MI 48076		
City	State	Zip Code

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

12/4/01
Date

Cathy Sparling VP/COO
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

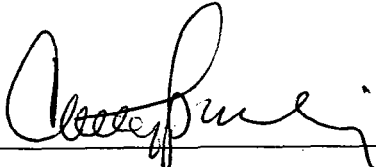
"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible.

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

COUNTY OF SAN MATEO

Arcadia Health Services, Inc., dba
ARCADIA HEALTH CARE

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

By:  _____
Cathy Sparling, Vice President/COO

Date: _____

Date: 12/4/01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

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. Barbara Gay, Regional V. P.
Arcadia Health Services, Inc.
26777 Central Park Blvd., Suite 200
Southfield, MI 48076

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 January 1, 2002 through June 30, 2004. 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.

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

- 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.

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;

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

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

AGREEMENT WITH ARCADIA 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, ARCADIA HEALTH SERVICES, INC., dba ARCADIA HEALTH CARE hereinafter called "Contractor";

WITNESSETH:

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, Linkages, and Public Guardian Programs; and Schedule B for the AIDS Waiver/Case Management Program the maximum the County shall be obligated to pay collectively for the period of July 1, 2001 to June 30, 2002 to all Contractors for services provided through the new Agreements and the five Agreements approved through Resolution No. 64703 dated August 21, 2001 is FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000).

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

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 Arcadia Health Care, Care Resource, and Matched
Caregivers

Amendment No. 1 with At Home Health Care, Medical Care
Professionals, Nurse Providers, Inc., Older Adults Care Management, and
Rainbow Home Care

DATE SUBMITTED: December 17, 2001

CONTRACT PERIOD: New Agreements, January 1, 2002 to June 30, 2004
Amendments, July 1, 2001 to June 30, 2004

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$510,000 - funding is a blend of state and federal funds from CDA.

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

Agreement for AIDS, and Public Guardian individual client accounts.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/18/01
DATE

PROCESS OF REQUEST FOR PROPOSALS (RFP)

1. General Description of RFP	Home Health Care Services
2. List key evaluation criteria	<ul style="list-style-type: none"> • Prior Experience • Demonstrated competence in performing the services required • Staff training and experience, skills expertise, ratio of staff to client • Cost • Ability to document services, provide reports and maintain records
3. Where was it advertised	Letters of intent were mailed to a list of Home Health Agencies compiled by the Home Care Resource Guide
4. In addition to any advertisement, list others to whom RFP was sent	
5. Total number sent to prospective proposers	31
6. Number of proposals received	5
7. Who evaluated the proposals	<p>Review Committee included individuals from the following divisions and programs:</p> <ul style="list-style-type: none"> - Public Health Services - Commission Providers & Services Unit - Intake Program - Program Manager for AIDS/MSSP
8. In alphabetical order, names of proposers (or finalists, if applicable) and location	<ul style="list-style-type: none"> - At Home Health Care, Redwood City, CA - Medical Care Professionals, South San Francisco, CA - Nurse Providers, Inc., Daly City, CA - Older Adults Care Management, San Mateo, CA - Rainbow Home Care Services, San Francisco, CA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)

06/05/01

PRODUCER
Aon Risk Services, Inc. of Illinois
123 North Wacker Drive
Chicago IL 60606

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	Continental Casualty Company
COMPANY B	American Casualty Co. of Reading PA
COMPANY C	Chicago Ins Co
COMPANY D	

INSURED
Arcadia Services, Inc.
26777 Central Park Boulevard
Ste. 200
Southfield MI 48076 USA

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	
C	GENERAL LIABILITY	CDO266-49-52	06/01/01	06/01/02	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 type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE(Any one fire)	\$50,000
					MED EXP (Any one person)	\$5,000
A	AUTOMOBILE LIABILITY	BUA247898299	06/01/01	06/01/02	COMBINED SINGLE LIMIT	\$1,000,000
	<input checked="" 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	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
	EXCESS LIABILITY				AGGREGATE	
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC247845148	06/01/01	06/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE				EL EACH ACCIDENT	\$1,000,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT	\$1,000,000
C	Prof Liability	AHC2703298	06/01/01	06/01/02	Per Occurrence	\$1,000,000
					Aggregate	\$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

ARCADIA HEALTH SERVICES, INC.
4200 18TH STREET, STE. 103
SAN FRANCISCO CA 94114 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Shri A. Patrawati

ACORD 25-S (1/95)

© ACORD CORPORATION 1998

Certificate No: 210000356861

Holder Identifier:

AGREEMENT WITH CARE RESOURCE
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called " County," and CARE RESOURCE 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 Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A for the Multipurpose Senior Services, Adult Protective Services, Linkages, and Public Guardian Programs the maximum the County shall be obligated to pay collectively for the period of July 1, 2001 to June 30, 2002 to all Contractors for services provided through the new Agreements and the five Agreements approved through Resolution No. 64703 dated August 21, 2001 is FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000).

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 Schedule A be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of 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.

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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. Monina G. Maclang
Care Resource
401 Hillside Blvd.
Daly City, CA 94014

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 January 1, 2002 through June 30, 2004. 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.

~~DEC 16 2001 10:11~~ ~~NAME OF AGENT SERV.~~

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

COUNTY OF SAN MATEO

CARE RESOURCE

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

By: *[Handwritten Signature]*
HELEN G. MACLEAN
ADMIN.

Date: _____

Date: December 18, 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.

HELEN MACLANG

Name of 504 Person - Type or Print

<u>CAPE RESOURCE</u>	<u>401 HILLSIDE BLVD.</u>
Name of Contractor(s) - Type or Print	Street Address or PO Box
<u>DALY CITY</u>	<u>CA</u>
City	State
	<u>94014</u>
	Zip Code

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

12/13/01
Date

Helen MacLang - ADMIN.
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 CARE RESOURCE, 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, LINKAGES, AND PUBLIC GUARDIAN PROGRAMS

PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES, ADULT PROTECTIVE SERVICES/INTAKE, LINKAGES, AND PUBLIC GUARDIAN 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, Linkages, or Public Guardian;
 - 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: Attendant Care Coordinator
225 – 37th 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, LINKAGES, AND PUBLIC GUARDIAN
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 CARE RESOURCE for January 1, 2002 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 CARE RESOURCE for January 1, 2002 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, LINKAGES, AND PUBLIC GUARDIAN
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.

DEC-18-2001 16:17

AGING & ADULT SERV.

650 573 2193

P.03/03

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: CARE RESOURCE

Contact Person: MARINA MACLANG

Address: 401 HILLSIDE BLVD
DAILY CITY CA 94014

Phone Number: 650-301-3240 Fax Number: 650-301-3242

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

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

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.03, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 18 day of December, 2001 at Daly City CA
(City) (State)

Helen Marina MacLang
Signature
ADMIN.
Title

HELEN MACLANG
Name (Please Print)
94-3024081
Contractor Tax Identification Number

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

Number of pages faxed _____

DATE: December 13, 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: Care Resource

DO THEY TRAVEL?: Providers go to the homes of clients to provide services.

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Contractor will provide home health care services for clients of the Multipurpose Senior Services, Adult Protective Services/Intake, Linkages, Public Guardian and AIDS Waiver and Case Management Programs.

COVERAGE:	Amount	approve	waive	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	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse

12-18-01

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 Arcadia Health Care, Care Resource, and Matched
Caregivers
Amendment No. 1 with At Home Health Care, Medical Care
Professionals, Nurse Providers, Inc., Older Adults Care Management, and
Rainbow Home Care

DATE SUBMITTED: December 17, 2001

CONTRACT PERIOD: New Agreements, January 1, 2002 to June 30, 2004
Amendments, July 1, 2001 to June 30, 2004

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$510,000 – funding is a blend of state and federal funds from CDA.

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

Agreement for AIDS, and Public Guardian individual client accounts.

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

APPROVED BY:  12/18/01
DEPUTY COUNTY COUNSEL DATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/17/2001

PRODUCER
Caldwell & Associates Insurance
1 N. Mall Dr., #B-202
St. George, UT 84790
435 628-5378

INSURED
Guzent, Inc.
dba: Care Resource / Primecare Me
375 South Mayfield Ave., #270
Daly City, CA 94015
(650) 301-3270

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: American Alternative Insur. Corp.
INSURER B: Connecticut Indemnity
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	VH-HL-2000078-0/00	04/28/01	04/28/02	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 50,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY	VH-HL-2000078-0/00	04/28/01	04/28/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<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				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY	EA ACC AGG \$
A	GARAGE LIABILITY	HU5000085-0	04/28/01	04/28/02	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
A	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HGH107020	12/31/00	12/31/01	WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT				\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
A	OTHER	VH-HL-2000078-0/00	04/28/01	04/28/02	1,000,000/3,000,000	
	Fidelity Bond				VH-HP-0000020-0/00	04/28/01

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

CERTIFICATE HOLDER

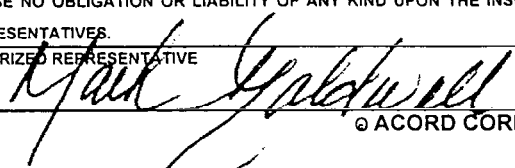
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Guzent, Inc. DBA Care Resource
375 S. Mayfair Ave. Ste 270
Daly City, CA 94015

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 MATCHED CAREGIVERS
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MATCHED CAREGIVERS 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, Linkages, and Public Guardian Programs; and Schedule B for the AIDS Waiver/Case Management Program the maximum the County shall be obligated to pay collectively for the period of July 1, 2001 to June 30, 2002 to all Contractors for services provided through the new Agreements and the five Agreements approved through Resolution No. 64703 dated August 21, 2001 is FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000).

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. Kathy Janz
Matched Caregivers
215 Town & Country Village
Palo Alto, CA 94301

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 January 1, 2002 through June 30, 2004. 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

MATCHED CAREGIVERS

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

By: Kathy Yang

Date: _____

Date: 11/20/01

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.

<u>James Janz</u>		
Name of 504 Person - Type or Print		
<u>Matched Care Givers</u>	<u>315 Town + Country Vlg</u>	
Name of Contractor(s) - Type or Print		Street Address or PO Box
<u>Palo Alto, CA 94301</u>		
City	State	Zip Code

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

<u>11/20/01</u>	<u>James Janz Administrator</u>
Date	Signature and Title of Authorized Official <i>Ex-Dine</i>

*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 MATCHED CAREGIVERS, 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,
LINKAGES, AND PUBLIC GUARDIAN PROGRAMS**

**PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR
SERVICES, ADULT PROTECTIVE SERVICES/INTAKE,
LINKAGES, AND PUBLIC GUARDIAN 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, Linkages, or Public Guardian;
 - 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: Attendant Care Coordinator
225 – 37th 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, LINKAGES, AND PUBLIC GUARDIAN 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 MATCHED CAREGIVERS for January 1, 2002 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
3.9	hour	Day = 24 hours – 2 people	\$220.00
	hour	Professional care assistance	\$18.00
4.3	hour	Professional care assistance - 2 people	\$23.00
	month	Case Management, Registered Nurse, M.A.	\$85.00

Services and Rates of Payment for Matched Caregivers for January 1, 2002 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, LINKAGES, AND PUBLIC GUARDIAN
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 - 37th 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

MATCHED CAREGIVERS

Signature: _____

Signature: Kath Gans

Title: _____

Title: Administrator - Ex. Director

Date: _____

Date: 11/20/01

**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

MATCHED CAREGIVERS

Signature: _____

Title: _____

Date: _____

Signature: Katy Cheng

Title: Admin Director - Ex Director

Date: 11/20/01

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/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: Matched Care Givers
Contact Person: Kathy Janz
Address: 215 Town + Country Vlg, Palo Alto, CA 94301
Phone Number: 650-321-2273 Fax Number: 650-321-2352

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...

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 20 day of Nov, 2001 at Palo Alto, CA (City) (State)

Kathy Janz Signature

KATHRYN C. JANZ Name (Please Print)

Administrative - Ex Director Title

77.0383070 Contractor Tax Identification Number

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

Number of pages faxed 3

DATE: December 13, 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: Matched Caregivers

DO THEY TRAVEL?: Providers go to the homes of clients to provide services.

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Contractor will provide home health care services for clients of the Multipurpose Senior Services, Adult Protective Services/Intake, Linkages, Public Guardian and AIDS Waiver and Case Management 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 12/18/01

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 Arcadia Health Care, Care Resource, and Matched
Caregivers
Amendment No. 1 with At Home Health Care, Medical Care
Professionals, Nurse Providers, Inc., Older Adults Care Management, and
Rainbow Home Care

DATE SUBMITTED: December 17, 2001

CONTRACT PERIOD: New Agreements, January 1, 2002 to June 30, 2004
Amendments, July 1, 2001 to June 30, 2004

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$510,000 – funding is a blend of state and federal funds from CDA.

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

Agreement for AIDS, and Public Guardian individual client accounts.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/18/01
DATE

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE 11/19/01

11/19/01

PRODUCER

Livermore & Associates Inc.
 9570 Center Ave.
 P. O. Box 2999
 Rancho Cucamonga CA 91729-2999

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 LETTER	A	American Alternative
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

Matched Caregivers, Inc.
 211 Town & Country Village
 Palo Alto CA 94301-0000

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE OCCUR. OWNER'S & CONTRACTOR'S PROT.	TBD	11/15/01	11/15/02	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED. EXPENSE (Any one person) \$ 50,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY OTHER	TBD	11/15/01	11/15/02	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
A	Professional Liability	TBD	11/15/01	11/15/02	Prof. Aggregate 3,000,000
A	Fidelity \$2,500 Deductible	TBD	11/15/01	11/15/02	Prof. Per Occurrence 1,000,000 Fidelity 25,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

- 211 Town & Country Village, Palo Alto, CA
- 122 2nd Avenue, San Mateo, CA
- 950 S. Bascom, San Jose, CA

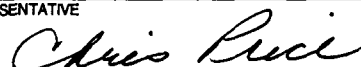
CERTIFICATE HOLDER

County of San Mateo, Department of Aging and Adult Services
 225 W. 37th Avenue
 San Mateo CA 94403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~EXPIRE~~ MAIL 30 * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX OR BY REGISTERED MAIL WITH RETURN RECEIPT REQUESTED~~.
~~BY FAX OR BY REGISTERED MAIL WITH RETURN RECEIPT REQUESTED~~
 *EXCEPT 10 DAYS FOR NON PAYMENT OF PREMIUM
 AUTHORIZED REPRESENTATIVE

Chris Price



ACORD CERTIFICATE OF LIABILITY

PRODUCER
 Barlocker Insurance-Campbell
 License #0580438
 2951 South Winchester
 Campbell CA 95008
 Phone: 408-288-6262 Fax: 408-280-0821

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

 Matched Caregivers, Inc.
 211 Town & Country Village
 Palo Alto CA 94301

INSURER A: American Alternative Insurance
 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
	GENERAL LIABILITY <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"/> PRO. JECT <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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	20A2WC9000174-00	01/01/01	01/01/02	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 100000
	OTHER				

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

CANCELLATION

REALTOR

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS REPRESENTATIVES.

Frederick J. Staffer

AMENDMENT NUMBER 1 TO THE AGREEMENT
WITH AT HOME HEALTH CARE

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, on August 21, 2001, the parties hereto entered into agreement 64703
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

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

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

1. Number 2 Payments, Section A is amended to read:

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, Linkages, and Public Guardian Programs; and Schedule B for the AIDS Waiver/Case
Management Program the maximum the county shall be obligated to pay collectively for the
period of July 1, 2001 to June 30, 2002 to all Contractors for services provided through the new
Agreements and the five Agreements approved through Resolution No. 64703 dated August 21,
2001 is FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000).

2. Number 12 Term of Agreement is amended to read:

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, 2004. 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.

3. Schedule A, is amended to add Public Guardian to the title; Part I; Part I letter B, Number 1; Part II; and Part III.

4. Schedule A, Part I, letter C is amended to read

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: Attendant Care Coordinator
225 – 37th Avenue
San Mateo, CA 94403

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

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

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

COUNTY OF SAN MATEO

AT HOME HEALTH CARE

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

By:  _____

Date: _____

Date: 12-3-01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

DEC 15 2001 12:45 JFC COUNTY COUNSEL P.01/01

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 Arcadia Health Care, Care Resource, and Matched
Caregivers

Amendment No. 1 with At Home Health Care, Medical Care
Professionals, Nurse Providers, Inc., Older Adults Care Management, and
Rainbow Home Care

DATE SUBMITTED: December 17, 2001

CONTRACT PERIOD: New Agreements, January 1, 2002 to June 30, 2004
Amendments, July 1, 2001 to June 30, 2004

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$510,000 - funding is a blend of state and federal funds from CDA.

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

Agreement for AIDS, and Public Guardian individual client accounts.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/18/01
DATE

ACORD CERTIFICATE OF LIABILITY

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:

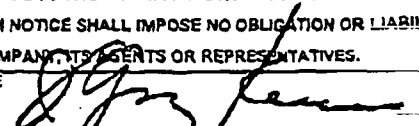
COVERAGES

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 \$ 1,000,000								
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000								
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$								
					PERSONAL & ADV INJURY \$ 1,000,000								
					GENERAL AGGREGATE \$ 2,000,000								
					PRODUCTS - COMP/OP AGG \$ 2,000,000								
GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC													
A	AUTOMOBILE LIABILITY	I660461P3167TIL01	07/30/2001	07/30/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 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 (Per accident) \$								
<input checked="" type="checkbox"/> NON-OWNED AUTOS													
GARAGE LIABILITY													
<input type="checkbox"/> ANY AUTO													
EXCESS LIABILITY													
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE													
<input type="checkbox"/> DEDUCTIBLE													
RETENTION \$													
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY													
<table border="1"> <tr> <td>MC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>						MC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
MC STATUTORY LIMITS	OTHER												
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 <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE COMPANY. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

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

Maria Gonzalez

7-31-01

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.

JUL. 30. 2001 - 5:08PM

HEFFERNAN GROUP

NO. 921 - P. 1/1

ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID TU
ATROM-1
DATE 07/

PRODUCER

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

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 BELONGING TO THE INSURERS AFFORDING COVERAGE.

INSURED

At Home Health Care
 Bob Brock
 160-B Birch Street
 Redwood City CA 94062

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
	GENERAL LIABILITY <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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	76126701	01/01/01	01/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 10000 E.L. DISEASE - EA EMPLOYEE \$ 10000 E.L. DISEASE - POLICY LIMIT \$ 10000
	OTHER				

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

CERTIFICATE HOLDER

N ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

County of San Mateo
 Aging & Adult Services
 Attn: Maria Gonzalez
 225 W. 37th Avenue
 San Mateo CA 94403

COUNT 31

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

AUTHORIZED REPRESENTATIVE

AMENDMENT NUMBER 1 TO THE AGREEMENT
WITH MEDICAL CARE PROFESSIONALS

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, on August 21, 2001, the parties hereto entered into agreement 64703
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

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

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

1. Number 2 Payments, Section A is amended to read:

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, Linkages, and Public Guardian Programs; and Schedule B for the AIDS Waiver/Case
Management Program the maximum the County shall be obligated to pay collectively for the
period of July 1, 2001 to June 30, 2002 to all Contractors for services provided through the new
Agreements and the five Agreements approved through Resolution No. 64703 dated August 21,
2001 is FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000).

2. Number 12 Term of Agreement is amended to read:

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, 2004. 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.

3. Schedule A, is amended to add Public Guardian to the title; Part I; Part I letter B, Number 1; Part II; and Part III.

4. Schedule A, Part I, letter C is amended to read

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: Attendant Care Coordinator
225 – 37th Avenue
San Mateo, CA 94403

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

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

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 Arcadia Health Care, Care Resource, and Matched
Caregivers
Amendment No. 1 with At Home Health Care, Medical Care
Professionals, Nurse Providers, Inc., Older Adults Care Management, and
Rainbow Home Care

DATE SUBMITTED: December 17, 2001

CONTRACT PERIOD: New Agreements, January 1, 2002 to June 30, 2004
Amendments, July 1, 2001 to June 30, 2004

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$510,000 – funding is a blend of state and federal funds from CDA.

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

Agreement for AIDS, and Public Guardian individual client accounts.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/18/01
DATE

CERTIFICATE OF LIABILITY INSURANCE

07/27/01

PRODUCER Smith Bell & Thompson Inc. 40 Main Street, Suite 500 P O Box 730 Burlington VT 05402-0730	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 Medical Care Professionals 363 El Camino Real Suite 215 So. San Francisco CA 94088	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.

INSR. LTD.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <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 & AD/ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	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) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> <input type="checkbox"/> ICHL- 25% E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	OTHER Professional Liability	HMA6885275(C2)	06/27/01	06/27/02	PL Per Occurrence 1,000,000
C	Fidelity Bond	363-4684	06/27/01	06/27/02	PL Aggregate 3,000,000 Fidelity Bond 25,000

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

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER: _____	CANCELLATION
San Mateo County Aging & Adult Services 225 37th Avenue San Mateo CA 94403		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <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. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

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?:

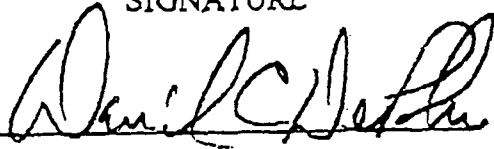
PERCENT OF THE TIME:

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>	_____	_____
Motor Vehicle Liability	<u>\$1M</u>	<u>✓</u>	_____	_____
Professional Liability	<u>\$1M</u>	<u>✓</u>	_____	_____
Worker's Compensation	<u>\$1M</u>	<u>✓</u>	_____	_____

REMARKS/COMMENTS

SIGNATURE	DATE
	<u>8-1-01</u>

**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 0000082
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

LEGAL NAME

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

MEDICAL CARE PROFESSIONALS, INC.

PRINTED: 12-16-00 P0408

AMENDMENT NUMBER 1 TO THE AGREEMENT
WITH NURSE PROVIDERS, INC.

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, on August 21, 2001, the parties hereto entered into agreement 64703
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

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

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

1. Number 2 Payments, Section A is amended to read:

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, Linkages, and Public Guardian Programs; and Schedule B for the AIDS Waiver/Case
Management Program the maximum the County shall be obligated to pay collectively for the
period of July 1, 2001 to June 30, 2002 to all Contractors for services provided through the new
Agreements and the five Agreements approved through Resolution No. 64703 dated August 21,
2001 is FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000).

2. Number 12 Term of Agreement is amended to read:

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, 2004. 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.

3. Schedule A, is amended to add Public Guardian to the title; Part I; Part I letter B, Number 1; Part II; and Part III.

4. Schedule A, Part I, letter C is amended to read

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: Attendant Care Coordinator
225 – 37th Avenue
San Mateo, CA 94403

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

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

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

COUNTY OF SAN MATEO

NURSE PROVIDERS, INC.

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

By: Sharon Burke

Date: _____

Date: 11/27/01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

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 Arcadia Health Care, Care Resource, and Matched
Caregivers

Amendment No. 1 with At Home Health Care, Medical Care
Professionals, Nurse Providers, Inc., Older Adults Care Management, and
Rainbow Home Care

DATE SUBMITTED: December 17, 2001

CONTRACT PERIOD: New Agreements, January 1, 2002 to June 30, 2004
Amendments, July 1, 2001 to June 30, 2004

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$510,000 - funding is a blend of state and federal funds from CDA
Department of Social Services, Department of Health Services, County's Master State
Agreement for AIDS, and Public Guardian individual client accounts.

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

APPROVED BY:  12/18/01
DEPUTY COUNTY COUNSEL DATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

PROD ID KR
NURSE-1

DATE (MM/DD/YY)
11/02/01

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

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
Nurse Providers, Inc.
Attn: Jose Katigbak
P.O. Box 2479
Daly City CA 94017

INSURER A: Chicago Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

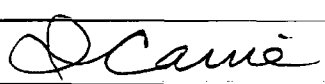
COVERAGES

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	AHC2703622	10/19/01	10/19/02	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ Included
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 1,000
	<input checked="" type="checkbox"/> Prof. Liab. Incl				PERSONAL & ADV INJURY	\$ Included
					GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPI/OP AGG	\$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				Emp. Ben.	1,000,000
A	AUTOMOBILE LIABILITY	AHC2703622	10/19/01	10/19/02	COMBINED SINGLE LIMIT (Ea accident)	\$ Included
	<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)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: 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				WC STATUTORY LIMITS	OTHER
					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 NAMED AS ADDITIONAL INSURED ON LIABILITY POLICIES AS RESPECTS OPERATIONS OF THE NAMED INSURED. *10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:** SMHOSPI
 San Mateo County
 Aging & Adult Services
 Attn: Maria Gonzalez
 225 - 37th Avenue
 San Mateo CA 94403

CANCELLATION
 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 WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 Irja Carrie 

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	waive	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: Priscilla Morse DATE: 7-29-01

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

75 -KSL-NURSE-2001

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

COMPANY
B AMERICAN ALTERNATIVE INSURANCE CO

COMPANY
C

COMPANY
D

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

MARSH USA INC.
 BY: Janice B Collins

Janice B. Collins

AMENDMENT NUMBER 1 TO THE AGREEMENT
WITH OLDER ADULTS CARE MANAGEMENT

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, on August 21, 2001, the parties hereto entered into agreement 64703
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

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

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

1. Number 2 Payments, Section A is amended to read:

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, Linkages, and Public Guardian Programs; and Schedule B for the AIDS Waiver/Case
Management Program the maximum the County shall be obligated to pay collectively for the
period of July 1, 2001 to June 30, 2002 to all Contractors for services provided through the new
Agreements and the five Agreements approved through Resolution No. 64703 dated August 21,
2001 is FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000).

2. Number 12 Term of Agreement is amended to read:

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, 2004. 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.

3. Schedule A, is amended to add Public Guardian to the title; Part I; Part I letter B, Number 1; Part II; and Part III.

4. Schedule A, Part I, letter C is amended to read

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: Attendant Care Coordinator
225 – 37th Avenue
San Mateo, CA 94403

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

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

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

COUNTY OF SAN MATEO

OLDER ADULTS CARE MANAGEMENT

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

By:  _____

Date: _____

Date: 11-30-2001 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

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 Arcadia Health Care, Care Resource, and Matched
Caregivers

Amendment No. 1 with At Home Health Care, Medical Care
Professionals, Nurse Providers, Inc., Older Adults Care Management, and
Rainbow Home Care

DATE SUBMITTED: December 17, 2001

CONTRACT PERIOD: New Agreements, January 1, 2002 to June 30, 2004
Amendments, July 1, 2001 to June 30, 2004

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$510,000 – funding is a blend of state and federal funds from CDA.

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

Agreement for AIDS, and Public Guardian individual client accounts.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/18/01
DATE

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 (M/M/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	CDO 266-45-70	MAY 30 01	MAY 30 02	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS-COMP/OP AGG. \$ 1,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE(Any One Fire) \$ 50,000
					MED. EXPENSE(Any One Person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CDO 266-45-70	MAY 30 01	MAY 30 02	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per Person) \$
					BODILY INJURY (Per Accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
B	OTHER PROFESSIONAL LIABILITY	HHA 1939879	MAY 30 01	5-30-02	\$ 1,000,000 EACH CLAIM \$ 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

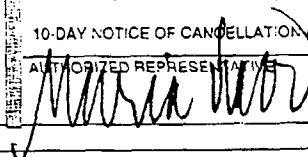
ATTN: MARIA GONZALES 650-573-3729

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



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:

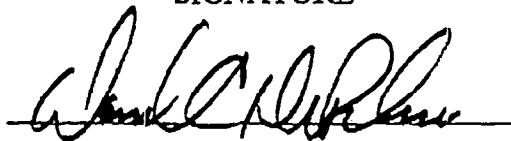
DUTIES (SPECIFIC): Contractor provides Home Health Care Services for clients of the AIDS Case Management/Waiver, Adult Protective Services/Intake, Linkages and Multipurpose Senior Services Programs.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$2M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability	<u>\$1M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Professional Liability	<u>\$3M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Worker's Compensation	<u>\$1M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS

SIGNATURE

DATE



8-6-01

**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 0000050
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

AMENDMENT NUMBER 1 TO THE AGREEMENT
WITH RAINBOW HOME CARE 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, on August 21, 2001, the parties hereto entered into agreement 64703
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

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

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

1. Number 2 Payments, Section A is amended to read:

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, Linkages, and Public Guardian Programs; and Schedule B for the AIDS Waiver/Case
Management Program the maximum the County shall be obligated to pay collectively for the
period of July 1, 2001 to June 30, 2002 to all Contractors for services provided through the new
Agreements and the five Agreements approved through Resolution No. 64703 dated August 21,
2001 is FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000).

2. Number 12 Term of Agreement is amended to read:

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, 2004. 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.

3. Schedule A, is amended to add Public Guardian to the title; Part I; Part I letter B, Number 1; Part II; and Part III.

4. Schedule A, Part I, letter C is amended to read

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: Attendant Care Coordinator
225 – 37th Avenue
San Mateo, CA 94403

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

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

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

COUNTY OF SAN MATEO

RAINBOW HOME CARE SERVICES

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

By:  _____

Date: _____

Date: 12/3/2001 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

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 Arcadia Health Care, Care Resource, and Matched
Caregivers

Amendment No. 1 with At Home Health Care, Medical Care
Professionals, Nurse Providers, Inc., Older Adults Care Management, and
Rainbow Home Care

DATE SUBMITTED: December 17, 2001

CONTRACT PERIOD: New Agreements, January 1, 2002 to June 30, 2004
Amendments, July 1, 2001 to June 30, 2004

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$510,000 – funding is a blend of state and federal funds from CDA.

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

Agreement for AIDS, and Public Guardian individual client accounts.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/18/01
DATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

12/12/02

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-EGC

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contractor's Protective	CPS0471576	11/16/01	11/16/02	General Aggregate \$ 1,000,000 Products-Completed Ops Agg \$ 1,000,000 Personal & Advertising Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Fire Damage (any 1 fire) \$ 100,000 Medical Expense (any one person) \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit \$ Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Each Accident \$ Other Than Auto Only \$ Each Accident \$ Aggregate \$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence \$ Aggregate \$
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY 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	OTHER PROFESSIONAL LIABILITY	CPS0471576	11/16/01	11/16/02	\$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

DEPT. OF HEALTH SERVICES
 BOARD OF SUPERVISORS COUNTY
 OF SAN MATEO.
 225 37TH AVENUE ROOM 140
 SAN MATEO, CA 94403
 ATTN: MARIA GONSALEZ

CANCELLATION

003

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 J. Hayes

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	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Motor Vehicle Liability	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Professional Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Worker's Compensation	<u>statutory</u>	<u>✓</u>	<u> </u>	<u> </u>

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse 7-29-01

NAMED INSURED: Rainbow Home Care
TYPE OF POLICY: Workers Compensation and Employers Liability
INSURER: Connecticut Indemnity Insurance Company (Best Rated A+)
POLICY PERIOD: December 31, 2000 to December 31, 2001

COVERAGES & LIMITS OF LIABILITY:

Coverage A - Workers' Compensation agrees to pay the statutory benefits required under the Workers' Compensation Law.

Coverage B - Employers' Liability provides coverage for your legal liability to employees not covered by the Workers Compensation Act.

LIMITS:

I - Statutory

II - Employers Liab. \$1,000,000 Each accident-Bodily Injury by accident
 \$1,000,000 Each employee-Bodily Injury by disease
 \$1,000,000 Policy limit-Bodily Injury by disease

DESCRIPTION	CLASS CODE	NET RATE	PAYROLL ESTIMATE	PREMIUM
Homemaker Services	8827-1	\$ 5.89	\$ 1,020,000	\$ 60,078
Clerical Office Employees - N.O.C.	8810	\$ 0.69	\$ 36,000	\$ 248
Un-Modified Premium:				\$ 60,326
Your Experience Factor:				1.00
Total Estimated Annual Premium:				\$ 60,326
California Ins. Guaranty Association Fee:				\$ 603
State Taxes & Assessments:				\$ 223
Policy Issuance and Billing Fee:				\$ 360
Total:				\$ 61,512

PLEASE NOTE:

- 1) The above "Net Rates" include all credits, premium discounts and program administration and broker fees. The Premium Discount Factor may vary slightly based on the actual payrolls reported during the policy year.
- 2) Payment options: For premiums under \$20,000, payments are 10% down + taxes and fees and 10 monthly installments. Premiums over \$20,000 will be 10% down + taxes and fees and monthly payroll reporting.
- 3) Should the California Department of Insurance implement any new Workers Compensation related mandates or disapprove any rate filings, the above rates would be amended to comply accordingly.

Please sign and fax back to LuAnn Watkins at (925) 934-8278:

I have reviewed the above proposal and would like to confirm our workers compensation renewal. Please forward me a binder evidencing our coverage effective December 31, 2000.

Signature: _____

Date: _____