

**AGREEMENT SUPERSEDING AGREEMENT NUMBER 57000-05-D013
BETWEEN THE COUNTY OF SAN MATEO AND
C. H. MACK, INCORPORATED**

THIS AGREEMENT, entered into this _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and C. H. Mack, Incorporated hereinafter called "Contractor";

W I T N E S S E T H:

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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of developing software to manage the uniform assessment tool.

WHEREAS, it is determined that this Agreement will supersede Agreement Number 57000-05-D013 dated October 13, 2004, previously approved by the Director of Health Services.

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment A – Statement of Work

Attachment B – Q Continuum System End User Software License and Support, with Exhibits 1-6

Attachment H—HIPAA Business Associate requirements

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A.

3. Payments.

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the

County's total fiscal obligation under this contract exceed \$110,940.

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this agreement shall be from October 1, 2004 through September 30, 2005.

This Agreement may be terminated by either party at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials which does not include the Q Continuum Software) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

7. 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, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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.

8. Assignability and Subcontracting.

Neither party shall assign this Agreement or any portion thereof to a third party, or subcontract with a third party to provide services required by contractor under this agreement without the prior written consent of the other party. Any such assignment or subcontract without such prior written consent shall give either party the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 County Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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.
- (2) **Liability Insurance.** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
....
- (b) Motor Vehicle Liability Insurance \$1,000,000
....
- (c) Professional Liability \$1,000,000
....

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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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, the County of San Mateo 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.

10. Compliance with laws; payment of Permits/Licenses.

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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and 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. In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. Merger Clause.

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Superceding

It is determined that this Agreement supersedes the previously approved Agreement Number 57000-05-D013 dated October 13, 2004.

16. Notices.

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

In the case of County, to:

Jacqueline Toliver, Deputy Director
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Daniel Falke, Director of Operations
C.H. Mack, Incorporated
10101 Alliance Road, Suite 10
Cincinnati, OH 45242

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

COUNTY OF SAN MATEO

By: _____
Mark Church, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

C.H. Mack, Incorporated

Edward J. Cal President/CEO
Contractor's Signature

Date: 10/20/04

Long Form Agreement/Business Associate

Exhibit "A"

In consideration of the payments set forth in Exhibit "B," Contractor shall provide the following services:

Contractor shall provide the Q Continuum software, an automated case management system that meets the National Aging Program Information System (NAPIS) and Multipurpose Senior Services Program (MSSP) reporting requirements. This software application also has the potential to be used in all Aging and Adult Services (AAS) case management programs.

Contractor will also develop the InterRAI-HC uniform assessment tool module within the Q Continuum System, which will enable Aging and Adult Services to use the assessment tool for all programs. A Statement of Work is provided as Attachment A to this Agreement and incorporated herein.

Services to be provided include, but are not limited to, the following:

- 1) 21 licenses (15 for NAPIS and 6 for MSSP)
- 2) Software Maintenance
- 3) MSSP Data Conversion
- 4) Training
- 5) Development of the InterRAI-HC uniform assessment tool within the Q Continuum.

Attachment A, Statement of Work, provides details of the delivery of the enhanced version of Q with the modifications required to support the InterRAI Assessment tool.

Attachment B, Q Continuum System End User Software License and Support, provides more detailed information regarding licenses, rights, warranty and other services.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A," County shall pay Contractor based on the following fee schedule:

Annual costs: October 1, 2004 through September 30, 2005

1. Licenses or Seats

15 licenses @ \$2,200 each = \$33,000

Less \$1,100 each paid previously (at the CareAccess rate) = $15 \times \$1,100 =$
\$16,500

Net for licenses: $\$33,000 - \$16,500 = \$16,500$

6 new licenses @ \$2,200 each = \$13,200

Total for all 21 licenses = \$29,700

2. Maintenance/Subscription of licenses amount

\$440 per license per year X 21 licenses = \$9,240

Total for maintenance/subscription \$9,240

3. Training 2 Days @ \$1,250 (site to be selected by County)

$\$1,250 \times 2 = \$2,500$

Total for training \$2,500

4. MSSP Data Conversion cost is \$1,000

5. Contingencies: \$5,000

5. InterRAI-HC Assessment, Assessment Print Out, and Intake Modifications \$63,500

A. Timing of Payments

1. Upon contract approval (including Statement of Work) \$30,000

2. Progress Payment due on November 15, 2004 \$10,000

3. Payment upon delivery of User Acceptance Testing software \$20,000

4. Final payment upon product acceptance \$3,500

Total Costs = \$110,940

***Innovative Software Solutions for Transforming
Today's Managed Care into Tomorrow's Care Management***

S t a t e m e n t o f W o r k

Q[®] Continuum Management System

Statement of Work for

San Mateo InterRAI-HC

Assessment

Created for:

San Mateo County Aging and Adult Services

Prepared For: Beccy Ashton

Prepared By: CH Mack, Inc.
10101 Alliance Road, Suite 10
Cincinnati, OH 45242
513-936-6000

Proposal #: 04-010
Date of Preparation: 10/14/2004
Revision Number: Version 1.1

CH Mack
Incorporated 

Change History

Rev.	Date	By	Section	Description
1.0	6/1/04	D. Falke	All	Initial version
1.1	10/14/04	D. Falke	All	Update based on InterRAI-HC requirement.

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1 Project Summary

1.1 Overview

San Mateo County is a current Q user of the Q MSSP 1.7 version. This project will be implemented in the Q MSSP 1.8 version, and with this project, San Mateo's Q environment will be upgraded to the 1.8 version of Q.

San Mateo has developed a two-page Intake form and a fifteen-page Assessment form. These forms have been designed to address the needs of all California social service programs with which San Mateo interacts (MSSP, Linkages, IHSS, etc.) using a unified format. The current Q-MSSP edition does not present the client demographic and assessment information in the same format as San Mateo's. Also, the Q and San Mateo data sets do not directly correspond.

San Mateo wishes to utilize their format for client intake and assessment entry while retaining access to all the functionality available in the Q-MSSP edition, including SSP management, case notes, the care plan, service unit tracking, reports, and the data exports associated with the California programs. Additionally, they desire the information they record and maintain in their own format to "feed" the standard Q-MSSP client and assessment information, allowing San Mateo to present the client data in the expected format to other entities (like the California Department of Aging).

To address San Mateo's requirements, the Q SIS w/ SSP edition release 1.8 will be enhanced as described in the remainder of this document.

1.2 Goals and Objectives

Deliver an enhanced version of Q SSP with modifications required to support the InterRAI-HC Assessment.

1.3 Critical Success Factors

1. Complete and accurate updates to existing design documents to account for the new enhancements. Designs will be reviewed and approved by San Mateo AAA and CHMI.
2. Continuous and active participation in the project by San Mateo representatives.
3. Complete test planning that includes specific tests of the enhancements and full regression testing of the application.
4. Timely delivery of the enhanced application and installation in San Mateo County.

2 Deliverables

2.1 Q Specification Documents

CH Mack will provide detailed Requirements Traceability Matrix listing all functional modifications that will be made to Q.

2.2 Q Functional Design Documents

CH Mack will document the functional modifications that will be made to Q to support the InterRAI-HC Assessment. These Functional Design Documents will be delivered to San Mateo for their approval prior to commencement of development of the modifications.

2.3 Q Application Enhancements

CH Mack will deliver and install the enhanced version of Q SIS with SSP extension to San Mateo County. The following enhancements will be made to Q to support the InterRAI-HC Assessment process.

2.3.1 InterRAI-HC Assessment

San Mateo has developed its own assessment form, and requires a computerized version of the form to be implemented in Q. The Q windows should adhere as closely as possible to the paper form's content and layout.

This alternative assessment will be implemented as a Q SNC (Snapshot/New/Copy) form. The specifications for this assessment will include a mapping and translation guide from other portions of the Q system to "feed" the assessment when a *snapshot* is requested (as is standard for the SNC form functionality). Additionally, on the closure, or finalization, of an alternative assessment, the system will offer to update the corresponding data in the regular Q Assessment. Therefore, the specifications for this assessment will include a mapping and translation guide to the standard Q assessment objects.

The master SNC form will contain a grid allowing navigation to the individual assessment windows, and information identifying the individual instance of the assessment. This information is drawn from the section of the paper assessment form pictured below.

The Q System will enable the use of the InterRAI-HC client assessment protocols algorithms.

A5. ASSESSMENT INFORMATION									
35. Assessment date	_____								
36. Reasons for assessment	<input type="checkbox"/> 0. Initial assessment <input type="checkbox"/> 1. Follow-up assessment <input type="checkbox"/> 2. Routine assessment at fixed intervals <input type="checkbox"/> 3. Review at return from hospital <input type="checkbox"/> 4. Change in status <input type="checkbox"/> 5. Review prior to case closure <input type="checkbox"/> 6. Other (state)								
37. Level of Care	<input type="checkbox"/> 0. Home and community based <input type="checkbox"/> 1. ICF level <input type="checkbox"/> 2. SNF level								
38. Details of assessor(s)	<table border="0"> <tr> <td>Name</td> <td>Position</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name</td> <td>Position</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Name	Position	_____	_____	Name	Position	_____	_____
Name	Position								
_____	_____								
Name	Position								
_____	_____								

Aside from the master SNC window/grid, the assessment will consist of the following windows:

1. Name and Identification

A1. NAME AND IDENTIFICATION			
1. Name	Last	First	M
2. Also Known As e.g. nicknames, aliases	Last	First	M
3. Home Address	Street	City	Zip
4. Current location If not home address			
5. Telephone number(s)	Include area code		
6. Case Record no.	a. Q Continuum ID:	c. CompuTrust ID:	
	b. MSSP no:	d. GWIPS ID:	
7. Emergency Contact	Name	Telephone	
	Address	Relationship	
8. Regular Physician	Name	Telephone	
	Address		
9. Social Security Number			
10. Insurance list numbers where available	a. Medi-Cal:	c. VA:	
	b. Medicare:	d. Other (specify):	

2. Personal Information

A2. PERSONAL ITEMS

11. **Gender** 1. Male
 2. Female
 3. Other
 If other, specify (e.g. MTF, FTM):

12. **Birth date** _____
Age in years

13. **Marital status** 0. Single
 1. Married
 2. Domestic Partner
 3. Widowed
 4. Separated
 5. Divorced

14. **Sexual orientation**
 Gives the option to express sexual orientation

15. **Race** a. American Indian or Alaska Native
 Uses Census 2000 definitions, check all that apply
 b. Asian
 c. Asian Indian
 d. Filipino
 e. Japanese
 f. Korean
 g. Chinese
 h. Vietnamese
 i. Black or African American
 j. Native Hawaiian or Other Pacific Islander
 k. White
 l. Other (please state)

16. **Primary language**
 1. English
 2. Spanish
 3. Tagalog
 4. Russian
 5. Cantonese
 6. Mandarin
 7. Japanese
 8. Vietnamese
 9. American Sign Language
 10. Other (please state)

17. **Interpreter needed**
 0. No
 1. Yes

18. **Ethnicity** 0. Not Hispanic or Latino
 1. Hispanic or Latino

19. **Citizenship**
 U.S. citizen
 0. No 1. Yes

20. **Dependent children** a. Dependent children?
 0. No 1. Yes
 b. If yes and minor children are not living with individual, who has custody? (Give contact details)

21. **Education level**
 Code for highest level attained
 0. No formal schooling
 1. 8th grade or less
 2. Some high school
 3. High school graduate
 4. Technical or trade school
 5. Some college
 6. Bachelor's degree
 7. Postgraduate degree

22. **Employment history**
 Free text box

23. **Cultural/spiritual affiliations**
 Free text box

3. Referral Information

A3. REFERRAL ITEMS	
24. Referral received Date	25. Referral accepted Date
26. Referral source Name	25. Referral accepted Date
	Telephone
	Position/relationship
27. Reason for referral Free text box	28. Individual's perception of goals of care Free text box

4. Living Situation

A4. LIVING SITUATION	
29. Residential status	30. Living arrangement
a. Temporary residence at time of assessment	a. As compared to 90 days ago (or since last assessment) person <u>now</u> lives with someone new (e.g. moved in with another person, other moved in)
b. Usual residential status	0. No 1. Yes
0. Private home/apartment/rented room	b. Person or caregiver feels that person would be better off in living elsewhere
1. Board and care/assisted living/group home	0. No 1. Person only
2. Facility for persons with DD	2. Caregiver only
3. Psychiatric hospital or unit	3. Person and caregiver
4. Homeless (with or without shelter)	
5. Long-term care facility (nursing home)	
6. Rehabilitative hospital/unit	
7. Hospice facility/palliative care unit	
8. Acute care hospital	
9. Correctional Facility	
10. Other	
31. Who lived with at time of referral	32. Residential history over last five years
0. Lived alone	Code for all setting person lived in 5 years prior to date program began
1. Lived with spouse/partner only	0. No 1. Yes
2. Lived with spouse and other(s)	a. Long Term Care Facility (e.g. nursing home)
3. Lived with child (not spouse)	b. Board and care home assisted living, group home.
4. Lived with other relative(s) (not spouse or children)	c. MH/psychiatric hospital or unit
5. Lived with non-relative(s)	d. Setting for person with developmental disability
33. Time since last hospital stay	34. Residential history
Code for most recent instance in LAST 90 days	Moved to current residence within last 2 years
0. No hospitalization within 90 days	0. No 1. Yes
1. More than 30 days ago	
2. Within 15 to 30 days	
3. Within 8 to 14 days	
4. Within last week	
5. Now in hospital	

5. Cognition

B. COGNITION

39. Cognitive skills for daily decision making
Making decisions about tasks of daily life (e.g. when to get up or have meals, which clothes to wear or activities to do)

0. *Independent - Decisions consistent/ reasonable/safe*

1. *Modified independence - Same difficulty in new situations only*

2. *Minimally impaired - In specific situations, decisions become poor or unsafe and cues/supervision necessary at those times*

3. *Moderately impaired - Decisions consistently poor or unsafe, cues/supervision required at all time*

4. *Severely impaired - never/rarely made decisions*

5. *No discernible consciousness*

40. Memory recall ability
Code for recall of what was learned or known

0. *Yes, memory OK*

1. *Memory problem*

a. *short term memory OK - seems/appears to recall after 5 minutes*

b. *procedural memory OK - can perform all or almost all steps in a multitask sequence without cues for initiation*

c. *situation memory OK - Both: recognizes caregiver' names/ faces frequently encountered AND knows location of places regularly visited (bedroom, kitchen, bathroom) initiation*

41. Periodic disordered thinking awareness
Note: Accurate assessment requires conversations with family or others who have direct knowledge of the person's behavior over time

0. *Behavior not present*

1. *Behavior present, not of recent onset*

2. *Behavior present over the last 3 days AND the behavior appears different from usual functioning (e.g. new onset or worsening, different from a few weeks ago)*

a. *Easily distracted e.g. episodes of difficulty paying attention; gets sidetracked*

b. *Episodes of disorganized speech - e.g. speech is nonsensical, irrelevant or rambling from subject to subject loses train of thought.*

c. *Mental function varies over the course of the day - e.g. sometimes better, sometimes worse; behaviors sometimes present, sometimes not.*

d. *Acute change in mental status from person's baseline e.g. increased restlessness, lethargy, difficult to arouse, altered environmental perception.*

42. Changes in impairment
Now more impaired in decision making than 90 days ago (or since last assessment)

0. *No, or unsure*

1. *Yes, more impaired today*

6. Psychological Well-Being

PSYCHOLOGICAL WELL-BEING

43. Social relationships

0. *Occurred in last 3 days*

1. *Occurred in last week*

2. *Occurred in last month*

3. *Last occurred more than one month ago*

a. *Participation in social activities of long-standing interest*

b. *Visit by long-standing social relation/ family member*

c. *Telephone or email contact with long-standing social relation/family member*

d. *Says or indicates he/she feels lonely*

e. *Openly expresses conflict or anger with family/friends*

f. *Fearful of a family member or caregiver*

g. *Neglected, abused or mistreated*

44. Change in social activities
As compared to 90 days ago (or since last assessment if less than 90 days ago) decline in level of participation in social, religious, occupational or other preferred activities. IF THERE WAS A DECLINE, distressed by this fact.

0. *No decline*

1. *Decline, not distressed*

2. *Decline, distressed*

45. Isolation

a. *Length of time alone during the day (morning and afternoon)*

0. *< 1 hour*

1. *1-2 hours*

2. *3-8 hours*

3. *>8 hours*

7. Mood and Behavior Patterns

MOOD AND BEHAVIOR

46. Indicators of depression, anxiety, sad mood

(Code for observed indicators irrespective of the assumed cause)

0. Not present
1. Present but not exhibited in last 3 days
2. Exhibited on 1-2 of last 3 days
3. Exhibited daily in last 3 days

- a. Made negative statements - e.g. "Nothing matters; Would rather be dead; What's the use; Regret having lived so long; Let me die"
- b. Persistent anger with self/others - e.g. easily annoyed, anger at care received
- c. Expressions (including non-verbal) of what appear to be unrealistic fears -- e.g. fear of being abandoned, left alone, being with others; intense fear of specific objects or situations
- d. Repetitive health complaints - e.g. persistently seeks medical attention, incessant concern with body functions
- e. Repetitive, anxious complaints, concerns - e.g. persistently seeks attention/ reassurance regarding schedules, meals, laundry, clothing, relationships
- f. Insomnia/change in usual sleep patterns
- g. Sad, pained, worried, facial expressions - e.g. furrowed brows
- h. Crying, tearfulness
- i. Repetitive verbalizations - e.g. calling out for help, ("God help me")
- j. Recurrent statements that something terrible is about to happen - e.g. believes he or she is about to die, have a heart attack
- k. Withdrawals from activities of interest e.g., no interest in long standing activities or being with family/friends
- l. Reduced social interaction
- m. Expressions (including non-verbal) of a lack of pleasure in life - e.g. "I don't enjoy anything anymore", anhedonia

47. Self-reported mood items

0. Not in the last 3 days
1. Not in the last 3 days, but often feel that way
2. In 1-2 of last 3 days
3. Daily in the last 3 days
4. Person could not (would not) respond

- a. Little interest or pleasure in things you normally enjoy
- b. Anxious, restless or uneasy
- c. Sad, depressed or hopeless

48. Behavior symptoms

0. Not present
1. Present but not exhibited in last 3 days
2. Exhibited on 1-2 of last 3 days
3. Exhibited daily in last 3 days

- a. Wandering - moved with no rational purpose, seemingly oblivious to needs or safety
- b. Verbal abuse - e.g. others were threatened, screamed at, cursed at
- c. Physical abuse - e.g. others were hit, shoved, scratched, sexually abused
- d. Socially inappropriate or disruptive behavior - e.g. made disruptive sounds, noisiness, screaming, smeared/throw food/feces, hoarding, rummaged through others belongings
- e. Resists care - e.g. taking medications/injections, ADL assistance or eating

8. Communication/Hearing/Vision

COMMUNICATION/HEARING/VISION

49. Making self understood 0. Understood - expresses ideas without difficulty
 1. Usually understood - difficulty finding words or finishing thoughts BUT if given time, little or no prompting required
 2. Often understood - difficulty finding words or finishing thoughts, prompting usually required
 3. Sometimes understood - ability is limited to concrete requests
 4. Rarely/never understood

50. Hearing Ability to hear (with hearing appliance normally used)
 0. Hears adequately - normal talk, TV, phone, doorbell
 1. Minimal difficulty - when not in quiet setting
 2. Hears in special situations only - speaker has to adjust tonal quality and speak distinctly
 3. Highly impaired - absence of useful hearing

51. Ability to understand others 0. Understands - Clear comprehension Usually understands - misses some part/intent of message BUT comprehends most conversation with little or no prompting
 1. Often understands - misses some part/intent of message; with prompting can often comprehend conversation
 2. Sometimes understands - responds adequately to simple, direct communication
 3. Rarely/never understands

52. Speech a. No
 b. Yes
 a. Clear
 b. Rapid
 c. Pressured
 d. Sturred
 e. Mumbled

53. Vision Ability to see in adequate light (with glasses or other visual appliance normally used)
 0. Adequate - sees line detail, including regular print in newspapers/books
 1. Impaired - sees large print, but not regular print in newspapers/books
 2. Moderately impaired - limited vision; not able to see newspaper headlines but can identify objects
 3. Highly impaired - object identification in question but eyes appear to follow objects
 4. Severely impaired - no vision or sees only light, colors or shapes; eyes do not appear to follow objects

54. Assessment of hearing and vision 0. No
 1. Yes
 a. Hearing assessment in last year
 b. Vision assessment in last year

55. Monitoring of hearing
 Free text box: how hearing is monitored

56. Monitoring of vision
 Free text box: how vision is monitored

9. Health Conditions and Preventive Health Measures

HEALTH CONDITIONS

57. Instability of conditions 0. No 1. Yes
 a. Client feels he/she has poor health (when asked)
 b. Experiencing an acute episode or a flare-up of a recurrent or chronic problem
 c. End stage disease; 6 or fewer months to live

58. Falls frequency 0. No falls in the last 90 days
 1. No fall in last 30 days, but fall in 90 days
 2. One fall in last 30 days
 3. Two or more falls in last 30 days

59. Lifestyle (drinking/smoking) a. Smokes tobacco daily
 0. No
 1. Not in the last 3 days, but is a daily smoker
 2. Yes
 b. Alcohol - highest number of drinks in any "single sitting" in last 14 days
 0. None
 1. 1
 2. 2-4
 3. 5 or more

60. Lifestyle (drug abuse) 0. No
 1. Yes
 a. Client has a history of substance abuse
 b. Client currently abuses substances
 c. Client uses harm reduction practices

61. Pregnancy a. Client is pregnant
 0. No 1. Yes
 If yes, state how many weeks
 b. Client's intentions of pregnancy
 0. Will continue
 1. Wants to terminate
 2. Undecided
 c. IF HIV POSITIVE Client understands treatment options for vertical transmission risk reduction
 0. No 1. Yes

HEALTH CONDITIONS

62. **Problem presence**
Code for last 3 days unless other time period is indicated
- 0. No
 - 1. Yes
 - a. Hip fracture during past 30 days (or since last assessment)
 - b. Other fracture over last 30 days (or since last assessment)
 - c. Unsteady gait
 - d. Limits going outdoors due to fear of falling (e.g. stopped using bus, goes out only with others)
 - e. Hemi-neglect (inattention to one side)
 - f. Hemi-~~plegia~~/hemi-paresis
 - g. Urinary tract infection in last 30 days
 - h. Septicemia
 - i. Pneumonia
 - j. Wound infection
 - k. Depression
 - l. Schizophrenia
 - m. Aphasia
 - n. Alzheimer's disease
 - o. Dementia other than Alzheimer's disease
 - p. Diabetes Mellitus
 - q. GI/GU bleeding

64. **Pain**
- a. Frequency with which client complains or shows evidence of pain (including grimacing, teeth clenching, moaning, withdrawal when touched or other non-verbal signs suggesting pain)
 - 0. Not present
 - 1. Present but not exhibited in last 3 days
 - 2. Exhibited on 1-2 of last 3 days
 - 3. Exhibited daily in last 3 days
 - b. Intensity of pain (code highest level present)
 - 0. No pain
 - 1. Mild
 - 2. Moderate
 - 3. Severe
 - 4. Times when pain is horrible or excruciating

63. **Problem frequency**
- 0. Not present
 - 1. Present but not exhibited in last 3 days
 - 2. Exhibited on 1-2 of last 3 days
 - 3. Exhibited daily in last 3 days
 - a. Constipation (no bowel movement in 3 days)
 - b. Fecal impaction
 - c. Diarrhea
 - d. Vomiting
 - e. Chest pain
 - f. Shortness of breath with exertion
 - g. Inability to lie flat due to shortness of breath
 - h. Tires easily, poor task endurance
 - i. Cardiac dysrhythmia
 - j. Difficulty coughing or clearing airway secretions
 - k. Abnormal thought process (e.g. loosening of associations, blocking, flight of ideas, tangentiality, circumstantiality)
 - l. Delusions (fixed false beliefs)
 - m. Hallucinations (false sensory perceptions)
 - n. Difficulty falling asleep, staying asleep, waking too early, restlessness, non-restful sleep, too much sleep
 - o. Dizziness/vertigo/hightheadedness
 - p. Edema
 - q. Fever
 - r. Hygiene - unusually poor hygiene, unkempt, disheveled
 - c. Consistency of pain
 - a. No pain
 - b. Single episode over 3 days
 - c. Intermittent, not in cycles
 - d. Cyclical
 - e. Constant
 - d. Pain control (ability of current therapeutic regime to control pain adequately (from person's point of view))
 - 0. No issue of pain
 - 1. Controlled adequately by therapeutic regime
 - 2. Controlled when therapeutic regime followed, but not always followed as ordered
 - 3. Therapeutic regime followed but pain control not adequate
 - 4. No therapeutic regime being followed for pain, pain not adequately controlled

10. Physical Functioning

PHYSICAL FUNCTIONING

65. **IADL Self Performance** Code performance in routine activities around the home or in the community during LAST 3 DAYS. Code capacity based on presumed ability to carry out activity as independently as possible. This will require 'speculation' by the assessor.
0. *Independent - No help. Setup or supervision*
 1. *Setup help only*
 2. *Supervision - oversight/cuing*
 3. *Limited assistance - help on some occasions*
 4. *Extensive assistance - help throughout task, but performs 50% of more of tasks on own*
 5. *Maximal assistance - help throughout task but performs less than 50% of tasks*
 6. *Total dependence - full performance of activity during entire period by others*
 8. *Activity did not occur - during entire period (DO NOT USE WHEN SCORING CAPACITY)*

A is Performance
B is Capacity

- a. MEAL PREPARATION - How meals are prepared (e.g. planning meals, cooking, assembling ingredients, setting out food and utensils)
- b. ORDINARY HOUSEWORK - How ordinary work around the house is performed (e.g. doing dishes, dusting, making bed, tidying up, laundry)
- c. MANAGING FINANCE - How bills are paid, checkbook is balanced, household expenses are balanced, credit card account is monitored
- d. MANAGING MEDICATIONS - How medications are managed (e.g. remembering to take medicines, opening bottles, taking correct drug dosages, giving injections, applying ointments)
- e. PHONE USE - How telephone calls are made or received (with assistive devices such as large numbers on telephone, amplification as needed)
- f. STAIRS - How manages full flight of stairs (i.e. 12-14 stairs)
- h. SHOPPING - How shopping is performed for food and household items (e.g. selecting items, paying money)
- i. TRANSPORTATION - How travels by public transportation (navigating system, paying fare), or arranges other transport or drives self (including getting out of house, into/out of vehicles)

	A	B

66. **ADL Self Performance** Code for performance over full 24 hour periods, considering all occurrences of the activity in LAST 3 DAYS
0. *Independent - No help OR help, set up and supervision provided 1 - 2 times*
 1. *Setup help only - Article or device provided within reach of client 3+ times*
 2. *Supervision - Oversight/cuing 3+ times OR oversight/cuing 1+ times and physical assistance 1-2 times*
 3. *Limited assistance - Guided maneuvering of limbs 3+ times OR combination of guided maneuvering and more help 1-2 times*
 4. *Extensive assistance - Weight bearing support 3+ times by one person*
 5. *Maximal assistance - Weight bearing support 3+ times by 2+ persons*
 6. *Total dependence - full performance by others during entire period*
 8. *Activity did not occur - during entire period*

- a. BATHING - How takes full-body bath/shower or sponge bath (EXCLUDE washing of back and hair and transfer). Includes how each part of body is bathed: arms, upper and lower legs, chest, abdomen, perineal area. Code for most dependent episode
- c. TRANSFER BATHTUB/SOWER-How transfers in/out of tub/shower. Code for most dependent episode
- d.
- e. PERSONAL HYGIENE - how manages person hygiene including combing hair, brushing teeth, shaving, applying makeup, washing/drying face and hands, (EXCLUDE baths and showers)
- f. DRESSING UPPER BODY - How dresses and undresses (street clothes, underwear) above the waist, includes prostheses, orthotics, fasteners, pullovers etc.)
- g. DRESSING LOWER BODY - How dresses and undresses (street clothes, underwear) from the waist down, includes prostheses, orthotics, belts, pants, skirts, shoes and fasteners)
- h. WALKING - How walks between locations on same floor indoors
- i. WHEELING - How moves between locations on same floor indoors when in wheelchair
- j. LOCOMOTION OUTSIDE OF HOME- (Note - if in wheelchair, self-sufficiency once in chair)
- k. TRANSFER TOILET - How moves on and off toilet or commode
- l. TOILET USE - How uses toilet room (or commode, bedpan, urinal), cleanses self after toilet use or incontinent episode, changes pad, manages ostomy or catheter, adjusts clothes. Excludes transfer on/off toilet)
- m. BED MOBILITY - How moves to and from lying position, turning side to side, and positions body while in bed
- n. EATING - How eats and drinks (regardless of skill). Includes intake of nourishment by other means (e.g. tube feeding, total parenteral nutrition)

PHYSICAL FUNCTIONING

67. **IHSS questions** Code 0.No 1. Yes

a. Assistance needed with meal clean up

b. Assistance needed with heavy cleaning

c. Assistance with home upkeep and home maintenance (e.g. removing ice & snow, weeds, rubbish etc)

d. Person has laundry facilities on premises

e. Person needs accompanying to medical appointment

f. Person needs accompanying to alternative resources

68. **Activity Level**

a. Hours of exercise/physical activity in last 3 days (e.g. walking)

0. More than 2 hours

1. 1-2 hours

2. Less than 1 hour

3. None

b. In the last 3 days, number of days usually went out of the house or building in which he/she lives, no matter how short the time period.

0. 3 days

1. 1-2 days

2. Did not go out in last 3 days, but usually goes out over a 3-day period

3. No days out

69. **Primary modes of locomotion indoors**

0. No assistive device

1. Device (e.g. cane, walker, crutch)

70. **ADL decline**

ADL status is worse than 90 days ago, or since last assessment if less than 90 days ago

0. No, or unsure

1. Yes. More impaired today

71. **ADL functional rehabilitation potential**

0. No 1. Yes

a. Person believes he/she capable of improved performance in physical function

b. Care professional believes person is capable of improved performance in physical function

72.

11. Continence in Last 3 Days

CONTINENCE IN LAST 3 DAYS

73. **Bladder continence**

0. Continent - Complete control; does not use any type of catheter or other urinary collection device

1. Continent with catheter - Complete control with any type of catheter or ostomy

2. Infrequent incontinence - Not incontinent over last 3 days but does have incontinent episodes

3. Episode(s) of incontinence - On one day

4. Occasionally incontinent - On two days

5. Frequently incontinent - Incontinent daily, but some control present

6. Incontinent - Has inadequate control of bladder, multiple daily episodes all or almost all of the time

8. Did not occur - no urine output from bladder

74. **Bowel incontinence**

0. Continent - Complete control

1. Control with ostomy - Complete control with ostomy

2. Infrequent incontinence - Not incontinent over last 3 days but does have incontinent episodes

3. Episode(s) of incontinence - On one day

4. Occasionally incontinent - On two days

5. Frequently incontinent - Incontinent daily, but some control present (e.g. during part of the day)

6. Incontinent - All days

8. Did not occur - no bowel movement during the period

75. **Urinary collection device**

0. None

1. Condom catheter

2. Indwelling catheter

3. Cystostomy

76. **Pads or briefs worn**

0. No

1. Yes

12. Oral/Nutrition Status

ORAL/NUTRITION STATUS	
77. Height and weight	<p>a. Height (inches) <input type="text"/></p> <p>b. Weight (lbs) Base weight on most recent measure in last 30 days. <input type="text"/></p> <p>c. Idea weight (AIDS waiver program) <input type="text"/></p>
79. Nutritional issues	<p>0. No</p> <p>1. Yes</p> <p>a. Unintended weight loss of 5% or more in last 30 days (or 10% or more in last 180 days) <input type="checkbox"/></p> <p>b. Insufficient fluid, less than 1,000cc per day (less than four 8oz cups/day) <input type="checkbox"/></p> <p>c. Dehydrated; output exceeds input; or BUN/Creat ratio >25 <input type="checkbox"/></p> <p>d. In at least 2 of the last 3 days ate one or fewer meals a day <input type="checkbox"/></p> <p>e. In last 3 days, noticeable decrease in the amount of food usually eaten or fluids usually consumed <input type="checkbox"/></p>
81. Special diet	<p>0. No</p> <p>1. Yes</p> <p>a. Follows a special diet <input type="checkbox"/></p> <p>b. Takes nutritional supplements If yes describe kind, amount, flavor <input type="checkbox"/></p> <p>c. Client takes multivitamin/herbal/mineral supplements <input type="checkbox"/></p>
78. Other nutrition issues	<p>0. No</p> <p>1. Yes</p> <p>a. Eats few fruits, vegetables or milk product (needs definition) <input type="checkbox"/></p> <p>b. Eats alone most of the time <input type="checkbox"/></p>
80. Mode of nutritional intake	<p>0. Normal - Swallows all diet consistencies <input type="checkbox"/></p> <p>1. Modified independent - e.g. only sip liquid, takes limited solid food Requires mechanical diet (excludes puree) <input type="checkbox"/></p> <p>3. Requires modification to swallow liquids (e.g., thickened liquids) <input type="checkbox"/></p> <p>4. Can swallow only pureed solids or thickened liquids <input type="checkbox"/></p> <p>5. Combined oral and parenteral/tube feeding <input type="checkbox"/></p> <p>6. Nasogastric tube feeding only <input type="checkbox"/></p> <p>7. Parenteral (PEG) feeding only <input type="checkbox"/></p> <p>8. No oral intake AND no parenteral/tube feeding <input type="checkbox"/></p>
82. Oral Status	<p>0. No</p> <p>1. Yes</p> <p>a. Wears a denture (removable prosthesis) <input type="checkbox"/></p> <p>b. Has broken, fragmented, loose or otherwise non-intact natural teeth <input type="checkbox"/></p> <p>c. Reports difficulty chewing <input type="checkbox"/></p> <p>d. Reports having dry mouth <input type="checkbox"/></p>

13. Skin Condition

SKIN CONDITION	
83. Highest current pressure ulcer stage	<p>0. No pressure ulcer <input type="checkbox"/></p> <p>1. Any area of persistent skin redness <input type="checkbox"/></p> <p>2. Partial loss of skin layers <input type="checkbox"/></p> <p>3. Deep craters in the skin <input type="checkbox"/></p> <p>4. Breaks in skin exposing muscle or bone <input type="checkbox"/></p> <p>5. No prior information available, not stageable because necrotic eschar predominant <input type="checkbox"/></p>
84. Stasis ulcer	<p>Open lesion caused by poor circulation in the lower limbs</p> <p>0. No <input type="checkbox"/></p> <p>1. Yes <input type="checkbox"/></p>
85. Major skin problems	<p>E.g. lesions, 2nd or 3rd degree burns, healing surgical wounds</p> <p>0. No <input type="checkbox"/></p> <p>1. Yes <input type="checkbox"/></p>
86. Skin tears or cuts	<p>Other than surgery</p> <p>0. No <input type="checkbox"/></p> <p>1. Yes <input type="checkbox"/></p>
87. Other skin conditions or changes in skin condition	<p>E.g. bruises, rashes, itching, mottling, herpes zoster, intertrigo, eczema</p> <p>0. No <input type="checkbox"/></p> <p>1. Yes <input type="checkbox"/></p>
88. Foot problems that interfere with gait	<p>E.g. bunions, hammertoes, overlapping toes, structural problems, infections, ulcers</p> <p>0. No <input type="checkbox"/></p> <p>1. Yes, but ambulates <input type="checkbox"/></p> <p>2. Yes, does not ambulate <input type="checkbox"/></p>

14. Disease Diagnosis

DISEASE DIAGNOSIS
89. Diseases

Diseases that have a relationship to current ADL status, cognitive status, mood and behavior status, medical treatments, nursing, monitoring or risk of death. (Do not list inactive diagnoses)

Code

1. Primary diagnosis/diagnosis for current hospital stay
2. Diagnosis present, receiving active treatment
3. Diagnosis present, monitored, but no active treatment

Diagnosis	Code 1,2 or 3	ICD Code
a.		
b.		
c.		
d.		
e.		
f.		
g.		
h.		

15. Medications

MEDICATIONS

90. List of all medications
 List prescribed and ~~not~~ prescribed medications scheduled in last 3 days

For form code:
 PO By mouth
 TOP Topical
 SL Sub lingual
 IH Inhalation
 IM Intramuscular
 ET Enteral tube
 IV Intravenous
 TD Transdermal
 SQ Subcutaneous
 OH Other
 R Rectal

For frequency code:
 PRN As necessary
 QH Every hour
 QD Once daily
 QOD Every other day
 6W 6 times each wk
 QM Once monthly

Q2H Every 2 hours
 BID 2 times daily
 2W Twice weekly
 2M Twice monthly

Q3H Every 3 hours
 TID 3 times daily
 3W 3 times each wk
 C Continuous

Q4H Every 4 hours
 QID 4 times daily
 4W 4 times each wk
 D. Other

Q6H Every 6 hours
 3D 3 times daily
 3W 3 times each wk

Name (record name)	Purpose as stated by client	Dose	Form	Frequency	PRN (Yes/No)	Insurance (Yes/No)
a.						
b.						
c.						
d.						
e.						
f.						
g.						

91. Adherence
 Adherent all or most of the time with medications prescribed by physician

0. Always adherent
1. Adherent 80% of time or more
2. Adherent less than 80% of time (including failure to purchase prescribed medications)
3. NO MEDICATIONS PRESCRIBED

92. IV access

0. No
 1. Yes

a. Client has IV access

b. Port-a-cath

c. A-V shunt

d. Groshong

e. Hickman

f. PICC

93. Side effects
 Free text box

94. Allergy to drugs

0. No
 1. Yes

16. HIV/AIDS

HIV/AIDS			
95. HIV dx date	<input type="text"/>	96. STD history	<input type="text"/>
97. AIDS dx date	<input type="text"/>	<i>Free text box</i>	
98. OI dx date	<input type="text"/>		
99. ER visits in LAST 30 days (or since last assessment if less than 90 days)	<ul style="list-style-type: none"> a. No. of ER visits for HIV/AIDS primary care without hospital admission b. No. of ER visits referred by medical personnel in LAST 30 days c. No. of ER visits not related to opportunistic infection in LAST 30 days d. No. of ER visits related to opportunistic infection in LAST 30 days 	100. CD4	<ul style="list-style-type: none"> a. At previous assessment b. Current
		101. Viral load	<ul style="list-style-type: none"> a. At previous assessment b. Current
102. HAART	<ul style="list-style-type: none"> a. Client is taking HAART medication <ul style="list-style-type: none"> 0. No, not indicated 1. No, but not adherent 2. Yes, began more than 30 days ago 3. Yes, began in the last 30 days b. Was genotypic or phenotypic testing performed in the last 30 days? <ul style="list-style-type: none"> 0. No 1. Yes 	103. HIV-Safe Sex	<i>Free text box: Does client understand and practice safe-sex</i>

17. Treatments and Procedures

TREATMENTS AND PROCEDURES																											
104. Prevention	<ul style="list-style-type: none"> 0. No 1. Yes <ul style="list-style-type: none"> a. Influenza vaccination in last year b. Pneumovax vaccine in last 5 years c. Mammogram or breast exam in last year (for women) d. Blood pressure measured in last year e. Eye exam in last year f. Tested for blood in stool in last year or colonoscopy h. Prostate exam in last year (for men) 	105. Formal Care	<ul style="list-style-type: none"> a. Home health aides b. Home nurse c. Homemaking services d. Meals e. Physical therapy f. Occupational therapy g. Psychological therapies (by any licensed mental health professional) 																								
		106. Treatments and programs received or scheduled the last 3 days (or since last assessment if less than 3 days)	<ul style="list-style-type: none"> 0. Did not occur, not ordered 1. Ordered, not yet implemented 2. 1-2 of last 3 days 3. Daily in last 3 days <ul style="list-style-type: none"> a. Alternative therapies b. Chemotherapy c. Dialysis d. Dietitian e. Hospice or palliative care f. IV infusion g. Radiation therapy h. Respirator for assistive breathing i. Respite care j. Skin treatment k. Tracheostomy care l. Transfusions 																								
		107. Hospital Use, ER Use, Physician Visit	<ul style="list-style-type: none"> a. Inpatient acute hospital with overnight stay b. Emergency room visit (not counting overnight hospital stay) c. Physician visit (or authorized assistant or practitioner) 																								
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18. Informal Support Services

SOCIAL RELATIONSHIPS AND SUPPORTS

108. Extent of informal help (hours of care rounded) 0. No
1. Yes

a. Caregiver is unable to continue in caregiving activities (e.g. decline in health of the caregiver makes it difficult to continue)
 b. Primary caregiver expresses feelings of distress, anger or depression
 c. Family/close friends report feeling overwhelmed by person's illness
 d. Strong and supportive relationship with family

109. Hours of informal care provisions and active monitoring For instrumental and personal activities of daily living received in LAST 3 DAYS indicate total number of hours of help received from family, friends and neighbors (rounded hours)

110. Two key informal caregivers

Caregiver 1	Name _____	Telephone _____
	Address _____	Relationship _____
Caregiver 2	Name _____	Telephone _____
	Address _____	Relationship _____

111. Details of caregivers Code for each caregiver

b. Lives with person

0. Yes, more than 6 months
 1. Yes, 6 months or less
 2. No
 8. NO CAREGIVER

c. Relationship to person

0. Child or child-in-law
 1. Spouse
 2. Partner/significant other
 3. Parent
 4. Other relative
 5. Friend or neighbor
 8. NO CAREGIVER

d. Provides IADL care

0. No
 1. Yes

e. Provides ADL care

2. No
 3. Yes

f. Number of hours per week provides care

0. 0-10 hours
 1. 11-25 hours
 2. 26-50 hours
 3. 51-75 hours
 4. 76-100 hours

g. Dependent minor(s) without disability

0. No
 1. Yes

h. Dependent minor(s) with disability

i. Adult(s) without disability

j. Adult(s) with disability

k. Employment status

0. Not in paid employment
 1. Part time (less than 35 hours)
 2. Full-time (35 hours/week or more)

112. Caregiver comments
 Free text box

19. Environmental Assessment

ENVIRONMENTAL ASSESSMENT	
<p>113. Home environment (Code for any of following that make home environment hazardous or uninhabitable - if none check none of above; f temporarily in institution, base assessment on home visit)</p> <p>0. No 1. Yes</p> <p>a. Disrepair of the home e.g. hazardous clutter; inadequate or no lighting in living room, sleeping room, kitchen, toilet, corridors; holes in floor; leaking pipes</p> <p>b. Non-functional appliances e.g. non operating toilet, dangerous stove, inoperative refrigerator</p> <p>c. Squalid e.g. extremely dirty, infestation by rats or bugs</p> <p>d. Heating and cooling (e.g. too hot in summer, too cold in winter, wood stove in a home with an asthmatic)</p> <p>e. Personal safety (e.g. fear of violence, safety problem in going to mailbox or visiting neighbors, heavy traffic in street)</p> <p>g. Access to home or rooms in house (e.g. difficulty entering/leaving home, unable to climb stairs, difficulty maneuvering, no rails though needed)</p> <p>h. Access to rooms in house (e.g. unable to climb stairs)</p> <p>i. Sanitation (e.g. presence of rodent/insect infestations, no scheduled trash pickup, presence of significantly soiled spaces, lack of sanitary skills at pet handling)</p> <p>j. Safety (e.g. lack of roofing or ceiling covering, lack narrow/obstructed doorways, lack of functional smoke alarm, presence of electrical hazards, no working telephone at home)</p>	<p>114. Outside environment</p> <p>0. No 1. Yes</p> <p>a. Access to emergency assistance (e.g. telephone, alarm response system)</p> <p>b. Access to grocery store without assistance</p> <p>115. Finances</p> <p>0. No 1. Yes</p> <p>Because of limited funds, during the last 30 days made trade offs among purchasing any of the following: prescribed medications, sufficient home heat, necessary health care, adequate food, home care</p> <p>116. Major life events</p> <p>0. No 1. Yes</p> <p>Change in major life events in last 90 days (e.g. death or severe illness of close family member/friend; loss of home; loss of income/assets; victim of a crime such as robbery/assault; loss of driving license/care)</p> <p>If yes, specify:</p> <p>117. Weapons</p> <p>0. No 1. Yes</p> <p>Are there weapons in the home</p>

20. Disaster Preparedness

DISASTER PREPAREDNESS	
<p>118. Disaster plans</p> <p>0. No 1. Yes</p> <p>a. Is there a plan in place in case of disaster?</p> <p>b. Is person Registered with County Disaster Preparedness</p>	<p>119. Urgent care conditions</p> <p>0. No 1. Yes</p> <p>a. Bed bound</p> <p>b. Home bound</p> <p>c. Medication dependant (Diabetic, antihypertensive, cardiac, psychotropic, anticoagulant, seizure medication)</p> <p>d. O2 Dependant back-up plan</p> <p>e. Electrical Equipment dependant back-up plan</p> <p>f. Chronic Medical Condition requiring regular intervention (e.g., dialysis)</p>
<p>120. Type of disaster plan</p> <p>0. No 1. Yes</p> <p>a. An evacuation plan</p> <p>b. A remain in place plan</p> <p>c. Disaster Survival Kit check list</p>	<p>121. Requires contact</p> <p>The degree of required contact by emergency personnel in the aftermath of a disaster</p> <p>0. Contact not needed</p> <p>1. Critical and person agrees to advance notification of emergency services</p> <p>2. Critical but person declines advance notification of emergency services</p> <p>3. Urgent and person agrees to advance notification of emergency services</p> <p>4. Urgent but person declines advance notification of emergency services</p>

21. Legal/Life Planning

LEGAL/LIFE PLANNING

122. Conservatorship
 0. No
 1. Yes
 2. Pending

a. Person
 b. Estate
 c. Medical Consent Powers
 d. Dementia Powers
 e. LPS

123. Client has advanced directives
 0. No
 1. Yes

a. Advanced Health Care Directive
 b. Power of Attorney (Health)
 c. Power of Attorney (Finance)
 d. Living Will (e.g. Five Wishes)
 e. Pre-Hospital Do Not Resuscitate

124. Conservator
 Free text box for details

125. Power of Attorney
 Free text box for details

126. Current APS involvement
 0. No
 1. Yes
 If yes, who is APS worker?

127. History of arrest/incarceration
 0. No
 1. Yes
 If yes, give dates and details

128. Parole/probation
 0. No
 1. Yes
 If yes, give details

22. Family Network/Collaterals

FAMILY NETWORK AND COLLATERALS

129. Key family members

Name	Telephone	Relationship
Name	Telephone	Relationship
Name	Telephone	Relationship
Name	Telephone	Relationship

130. Key collaterals
 (e.g. police, social worker, RN, priest, etc.)

Name	Telephone	Relationship
Name	Telephone	Relationship
Name	Telephone	Relationship
Name	Telephone	Relationship

23. Financial Information

FINANCIAL INFORMATION		132. Wills	
131. Financial arrangements	0. No 1. Yes		0. No 1. Yes
a. Representative Payee <i>If yes, state name and relationship</i>	<input type="checkbox"/>	a. Will	<input type="checkbox"/>
b. Bank co-signer <i>If yes, state name and relationship</i>	<input type="checkbox"/>	b. Living Trust	<input type="checkbox"/>
c. Automatic bill payment	<input type="checkbox"/>		
133. Income source and amount	0. No 1. Yes	<i>Amount if known</i>	
a. SSI/SSP	<input type="checkbox"/>	<input type="text"/>	
b. SSA/SSDI (Social Security Disability Income)	<input type="checkbox"/>	<input type="text"/>	
c. General Assistance	<input type="checkbox"/>	<input type="text"/>	
d. Pension	<input type="checkbox"/>	<input type="text"/>	
e. SDI (State Disability Income)	<input type="checkbox"/>	<input type="text"/>	
f. VA	<input type="checkbox"/>	<input type="text"/>	
g. Income from employment	<input type="checkbox"/>	<input type="text"/>	
h. Unemployment	<input type="checkbox"/>	<input type="text"/>	
i. Other (specify)	<input type="checkbox"/>	<input type="text"/>	
j. Total income	<input type="checkbox"/>	<input type="text"/>	
k. Total household income	<input type="checkbox"/>	<input type="text"/>	
l. Is client a veteran	<input type="checkbox"/>	<input type="text"/>	
m. Do assets exceed \$2000 for individual \$3000 for couple	<input type="checkbox"/>	<input type="text"/>	

2.3.2 InterRAI-HC Assessment Printout

San Mateo requires a printout of the alternative assessment be available in a format replicating the paper form that they have developed. This is a 15 page "freeform" report.

The screen samples in section A, above, are drawn from the form pages. The page breakdown for the various sections is as follows:

- Page 1: Sections A1 (*Name and Identification*) and A2 (*Personal Items*)
- Page 2: Sections A2 (*Personal Items*) continued, A3 (*Referral Items*), and A4 (*Living Situation*)
- Page 3: Sections A5 (*Assessment Information*) and B (*Cognition*)

Page 4: *Psychological Well-Being and Mood and Behavior*
Page 5: *Communication/Hearing/Vision and Health Conditions*
Page 6: *Health Conditions (continued)*
Page 7: *Physical Functioning*
Page 8: *Physical Functioning (continued) and Continence in Last 3 Days*
Page 9: *Oral/Nutrition Status and Skin Condition*
Page 10: *Disease Diagnosis and Medications*
Page 11: *HIV/AIDS and Treatment and Procedures*
Page 12: *Social Relationships and Supports*
Page 13: *Environmental Assessment and Disaster Preparedness*
Page 14: *Legal/Life Planning and Family Network and Collaterals*
Page 15: *Financial Information*

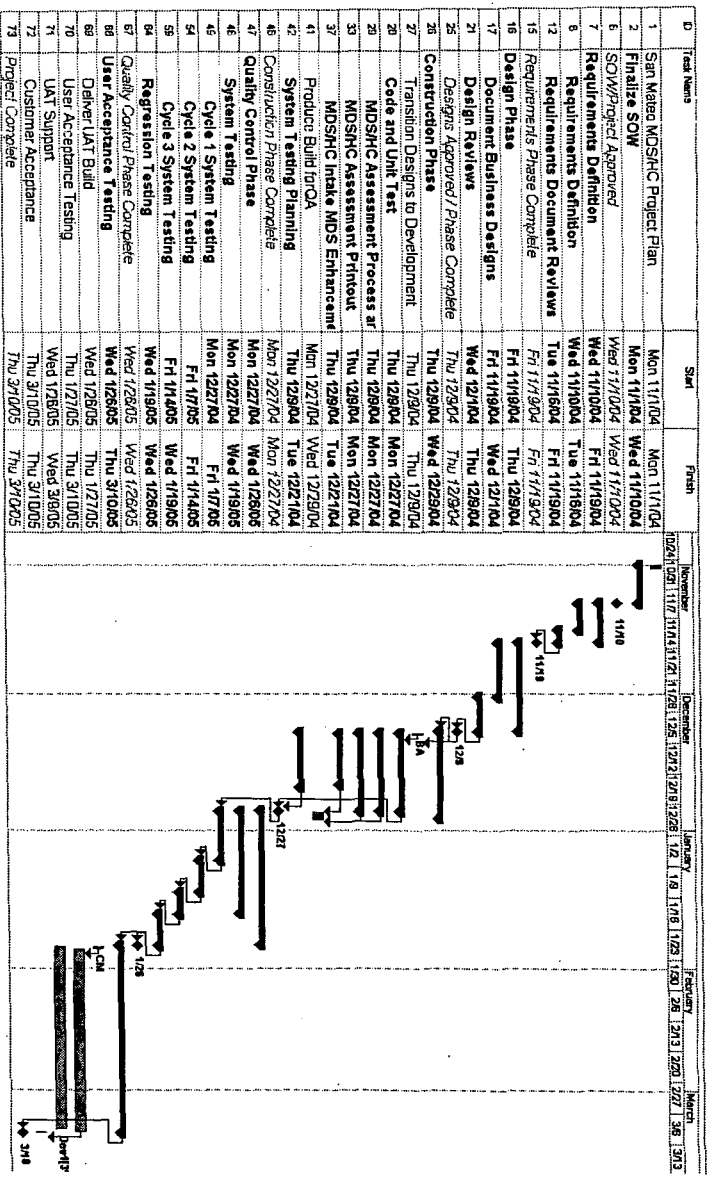
2.3.3 InterRAI-HC Intake MDS Enhancements

San Mateo desires to collect, store, and manage the information contained on their custom Intake form in the Q system. Some of this information is already collected either in the client MDS or one or more Assessment windows. To accommodate San Mateo, the following changes would be necessary to the Q-MSSP edition:

1. Add appropriate elements to the MDS, requiring a reorganization of the *Client Data* tab.
2. Add an *Intake* tab and grid to the MDS, and a new screen (non-generic) for the entries that will be added to this grid to collect the remaining information on the San Mateo custom Intake form.
3. Relocate the grids from the *Contacts Assessment* window to the *Physicians* tab of the MDS, and rename this tab "Contacts/Physicians."

3 Schedule

Major milestones for the project are outlined in the Gantt Chart below. The project will commence upon approval of this Statement of Work. A fully tested version of the application will be delivered to San Mateo for User Acceptance Testing as indicated in the schedule. UAT is scheduled for 30 days, but actual time will depend on San Mateo's acceptance of the application. Upon successful conclusion of Acceptance Testing, the enhanced application will be moved to production.



4 Acceptance

San Mateo will have a maximum of 30 calendar days from the date of delivery by CH Mack to fully test and accept the work product from CH Mack or to notify CH Mack of valid reason for refusing to accept the product.

Acceptance criteria is defined as:

- If the Q product is implemented into San Mateo's production environment, that is by default acceptance of the product.
- The delivered product supports all major functions as described in the SOW.
- The new functionality contains no high or critical priority defects. During the acceptance phase, CH Mack will make every effort to resolve all identified defects, but medium and low priority defects that exist in the product at the conclusion of the acceptance phase will not be sufficient reason to refuse acceptance.
- Any non-critical priority defects found in the product during acceptance testing that exist in the previous Q version currently running in production will not be sufficient reason to refuse acceptance.

5 Cost

The following table is CH Mack detailed cost analysis of the InterRAI-HC project:

Pricing	
Description	Cost
InterRAI-HC Assessment, Assessment print out, and Intake Modifications	\$63,500
Total for Project	\$63,500

5 Payment Schedule

Timing	Amount
Upon SOW approval	\$30,000
Progress Payment on 11/15/04	\$10,000
Upon Delivery for UAT	\$20,000
Upon Acceptance by San Mateo	\$3,500
Total	\$63,500

SIGNATURES AND APPROVALS

Approvals

Signed: _____

Name: Charlene A. Silva
Title: Director of Health Services
San Mateo County

Date

Signed: _____

Daniel Falke
Director of Operations
CH Mack, Inc.

10/20/04

Date

Signed: _____

Mark Church
President San Mateo County
Board of Supervisors

Date

Edward J. Carl

Date

Edward J. Carl
CEO/President
CH Mack, Inc.

10/20/04

Date

Q Continuum System End User Software License and Support

- **Definitions**

The following terms are incorporated herein by reference:

Licensed Software means the specific software applications developed by CHMI called the Q Continuum System together with any Updates and Enhancements

CHMI Technology means the Licensed Software, Services, Training, Support, Documentation, Training Materials, Updates, and Enhancements provided by CHMI to Licensee under this Agreement.

Documentation means CHMI's then current on-line help guide and any written manuals and other materials published by CHMI and made generally available by CHMI regarding the Q Continuum System.

Term means the period commencing on the Effective Date and continuing for the Initial Term and any Renewal Term, unless earlier terminated as provided below.

Update means a modification of any of the Licensed Software, in object code format, that is generally released by CHMI, including corrections to existing functionality so that the Licensed Software materially conforms to the Documentation. Updates will include all a) bug fixes, patches, and maintenance releases, and b) new point releases denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1). Updates will not include any release, option, future product, or any upgrade in features, functionality or performance of the Licensed Software which CHMI licenses separately or offers for an additional fee.

Enhancement means a modification of any of the Licensed Software, in object code format, that is generally released by CHMI, and any release, option, future product, or upgrade in features, functionality or performance of the Licensed Software, which CHMI may license separately for an additional fee. Enhancements will include new major version releases denoted by a change to the left of the first decimal point (e.g., v3.0 to 4.0).

- **Grant of Rights.**

License Grant - In consideration of the payment of license fees set forth herein, CHMI hereby grants to Licensee a non-exclusive, non-transferable, worldwide license, to use CHMI Technology in machine-readable form (object code) and all related Documentation subject to the terms and conditions of the Agreement. Licensee may use the Licensed Software, as it deems appropriate in the exercise of its sole discretion in accordance with the terms of the Agreement.

License Restrictions - Licensee acknowledges that, except as stated in the Agreement, Licensee is not granted any right or title to the CHMI Technology or any intellectual property rights therein. Licensee may not use, reproduce, demonstrate, distribute or sell the CHMI Technology in any manner or for any purpose except as specifically permitted under the Agreement.

Licensee may not provide or permit access to the Licensed Software by any third party who intends, directly or indirectly, to distribute the Licensed Software, knowledge, or materials regarding features,

functions, and general capabilities of the Licensed Software or who does not have a favorable business interest which is commercially advantageous to CHMI.

Licensee may not remove any of CHMI's trade names, trademarks, copyright notices or any other CHMI identifiers or proprietary notices appearing on splash screens, Documentation or any other material provided by CHMI. Each copy of the CHMI Technology or Documentation reproduced by, or on behalf of Licensee, will contain the proprietary notices placed by CHMI on the media or within the code of the Licensed Software or on the Documentation, or Training Materials. Licensee may not use, copy, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer or transfer the Licensed Software except as provided in the Agreement. Any unauthorized use may result in immediate termination of the Agreement at the sole discretion of CHMI.

- **Support and Training**

General Support - CHMI will use its best efforts to address any bugs, malfunctions or other non-conformities reported by Licensee and to issue an Update resolving such issues as soon as reasonably practicable consistent with CHMI standard guidelines for response to such incidents, with due regard for the severity of the bug, malfunction, or non-conformity incident.

Product Support - CHMI will provide Maintenance Support to Licensee for Updates to the Licensed Software as set forth in Exhibit 2 ("Product Support"). In addition, CHMI will provide Development Support to Licensee for Enhancements to the Licensed Software subject to payment of the Development Support Fees specified in Exhibit 2.

Training - CHMI will provide Licensee with technical training with respect to the Licensed Software, in accordance with Exhibit 3 "Training".

- **CHMI Rights and Obligations**

Marketing - CHMI may market, advertise and otherwise promote the Licensed Software, as it deems appropriate at its sole discretion. CHMI may include reference to Licensee's use of the Licensed Software in its general marketing and promotional material and issue a press release acknowledging the existence of the Agreement which specific terms shall remain confidential.

Compliance With Laws - CHMI will comply with all applicable laws and regulations in its use, marketing, distribution, and support of the Licensed Software.

- **Warranty**

Training and Services Warranty - CHMI warrants that any training and ancillary services (such as customer support) contracted to be performed by CHMI pursuant to the Agreement will be performed in a professional manner consistent with generally accepted industry standards. If Licensee wishes to obtain additional consulting services or professional services from CHMI, a separate Statement of Work will be agreed between the parties.

Anti-Virus Warranty - CHMI represents and warrants that the media containing the Licensed Software, any download, Update, or Enhancement will not contain any virus, worm or other code or routines designed to disable, damage, impair, or erase the Licensed Software, other software or data or the system upon which the Licensed Software, Update or Enhancement is installed.

Warranty Disclaimers - THIS LICENSED SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. EXCEPT AS SET FORTH IN SECTION ABOVE, CHMI DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE LICENSED SOFTWARE WILL OPERATE IN THE COMBINATIONS WHICH LICENSEE MAY SELECT FOR USE. PRE-PRODUCTION PROGRAMS ARE DISTRIBUTED "AS IS" WITHOUT WARRANTY. PRODUCT COVERED UNDER THIS AGREEMENT MAY CONTAIN OR BE DERIVED FROM SOFTWARE PROVIDED BY THIRD PARTY LICENSORS. LICENSEE ACKNOWLEDGES THAT (A) IT IS NOT ENTITLED TO ANY WARRANTIES FROM ANY THIRD PARTY LICENSOR, (B) THAT THE LIMITED WARRANTY PROVIDED BY CHMI EXPRESSLY STATED ABOVE IS THE SOLE WARRANTY APPLICABLE TO THIS AGREEMENT, AND (C) THAT CUSTOMER'S SOLE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY WILL BE AGAINST CHMI. CUSTOMER ALSO ACKNOWLEDGES THAT THE CUSTOMER HAS PAID THE PUBLISHED COMMERCIAL LICENSE FEES CHARGED FOR USE OF PRODUCTS PROVIDED HEREIN. NEITHER CHMI NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS LICENSED SOFTWARE SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED SOFTWARE. THE WARRANTIES ABOVE ARE EXCLUSIVE AND LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Invoice Terms, Payment, Taxes.

License Fees - Licensee will pay CHMI the Fees as set forth in Exhibit 1 "Licensed Software and License Fees". In the event Licensee discontinues the use of a copy of the Licensed Software in accordance with the terms of paragraph "Termination" below, Licensee will immediately notify CHMI, submit an amended Exhibit 6 "Authorized End User Licenses", and immediately discontinue use of the Licensed Software.

Product Support Fees - Licensee will pay CHMI the Product Support Fees for Development Support, if Licensee elects to purchase such services, on the terms and conditions set forth in Exhibit 2 "Product Support", attached hereto, or as otherwise agreed between the parties in a separate written Statement of Work.

Training Fees - Licensee will pay CHMI the fees for Training if Licensee elects to purchase training, on the terms and conditions set forth in Exhibit 3 "Training and Training Fees", attached hereto, or as otherwise agreed between the parties in writing.

Fees for Documentation - Training Materials. CHMI will provide the base electronic masters for Documentation, Training Materials, as set forth in Exhibit 4 "Documentation, Training Materials, and ", at no additional cost to Licensee. CHMI will provide printed hardcopy for Documentation, Training Materials, at the stated fees set forth in Exhibit 4. Licensee may print all documentation at its cost without reimbursement from CHMI unless otherwise agreed in advance between the parties in writing.

Payment Terms - All fees payable hereunder will be paid in U.S. Dollars. All fees and other charges are due and payable upon receipt of the applicable invoice from CHMI.

Records and Inspection Rights - Licensee will maintain proper records and books of account relating to the fees due hereunder including a record of active users who are authorized to access the Licensed Software as identified in Exhibit 6 "Authorized End User Licenses ". Upon at least ten (10) business days notice and no more than once in any twelve (12) month period, CHMI may have an authorized

agent of the company or an independent auditor, reasonably acceptable to Licensee, inspect and audit such records at Licensee's business offices to verify compliance with its payment obligations.

Confidential Information - During the term of the Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and not be revealed to third parties or applied to uses other than recipient's performance of its obligations hereunder, as specified in greater detail in Exhibit 5 "Mutual Nondisclosure of Information", attached hereto.

Neither party shall disclose, advertise or publish the specific terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law and (ii) to its professional advisors and to investors or potential investors.

- **Terms and Termination**

Unless earlier terminated as provided herein or by the mutual written agreement of the parties, the initial term of the Agreement ("Initial Term") will be one (1) year, commencing on the Effective Date of this Agreement. The Agreement can be renewed for up to two (2) additional one-year terms (each a "Renewal Term"), unless either party gives the other party written notice of its desire not to renew the Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, in which case, the Agreement will expire at the end of the then current Term.

Effect of Termination - Upon termination of this Agreement for any reason, each party will return to the other party all Confidential Information, and other materials developed by or belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve Licensee of its obligations to make immediate and full payment to CHMI for any amounts then due and/or payable to CHMI. The provisions of Sections entitled "Warranties", "Ownership and Proprietary Rights", "Confidential Information", "Terms and Termination", "Limitation of Liability" and the relevant provisions of Section "General Provisions", will survive the expiration or termination of this Agreement for any reason.

- **Limitation of Liability**

IN NO EVENT, REGARDLESS OF THEORY, SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSING, INSTALLATION, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THE SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR THE INDEMNITY OBLIGATIONS PROVIDED HEREIN, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY HEREUNDER SHALL NOT EXCEED THE FEES AND CHARGES FOR THE SOFTWARE OR SERVICES PURCHASED OR LICENSED DURING THE TERM OF THIS AGREEMENT.

- **General Provisions**

Notices - All notices and other communications shall be in writing and shall be considered given when (i) delivered personally, (ii) sent by confirmed e-mail or facsimile, (iii) sent by commercial overnight courier (e.g., Federal Express, DHL) with written verification of receipt, or (iv) sent by certified mail with return receipt to the Authorized Agents set forth in Exhibit F or to such other contact as either party may specify from time to time by written notice to the other party.

Force Majeure - Neither party will be liable for delays in its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles.

Severability - If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government applicable to this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision

Governing Law - This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement.

• **Exhibits Incorporated in Agreement**

The following Exhibits are attached to and made a part of this Agreement:

- EXHIBIT 1. Licensed Software and License Fees
- EXHIBIT 2. Product Support and Support Fees
- EXHIBIT 3. Training and Training Fees
- EXHIBIT 4. Documentation, Training Materials, and Marketing Materials
- EXHIBIT 5. Mutual Non-Disclosure of Information
- EXHIBIT 6. End User Licenses

EXHIBIT 1

Licensed Software and License Fees

Licensed Software: Q Care Management System SIS

Updates: Included as part of Maintenance Support (Exhibit B)

Enhancements: Provided as part of separate Statement of Work (SOW) as more described under Development Support in Exhibit B.

License Fees:

Quantity	License Charge per End User Client
1	\$2600
2-9	\$2400
10-49	\$2200
50-99	\$1900
100-199	\$1500
200+	\$1100

Maintenance Fees: \$36.67 per month per End User Client

License Fees and Maintenance Fees provided above are subject to change by advance written notice.

EXHIBIT 2

Product Support and Support Fees

Maintenance Support:

Telephone Support:

CHMI shall make available reasonable telephone support to Licensee's personnel to assist them in utilizing the Licensed Software during the hours of 8:00 a.m. to 8:00 p.m. USA Eastern Time on weekdays (exclusive of holidays).

Software Updates:

CHMI may, from time to time, issue new Releases, including Updates and Patches of the Licensed Programs to Licensee containing Error Corrections, and minor Enhancements. In the event of such a Release, Support Vendor shall provide Licensee with one copy of each new Release without additional charge for purposes of upgrading.

CHMI shall correct, within a reasonable period of time, any material reproducible error or malfunction in the Licensed Software. If CHMI, in its sole discretion, requests written verification of an error or malfunction discovered by Licensee, Licensee shall immediately provide such verification, by e-mail, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Licensed Software fails to perform. An error or malfunction shall be "material" if it represents nonconformity with CHMI's current published specifications for the Licensed Software and CHMI, in its discretion, determines that such error or malfunction is "mission critical" or materially interferes with Licensee's use of the Licensed Software. A "mission critical flaw" is defined as a problem or defect that keeps the system from functioning as specified and seriously impacts productivity of Licensee and has no work-around provision.

Development Support:

From time to time, Licensee may request additional enhancements which are not included in the current public release version of the Licensed Software. CHMI will use its best efforts to include such enhancements under a separate Statement of Work to be developed and agreed between the parties.

Data Conversion Support:

CHMI will provide data conversion services, if necessary, from the current data formats used by Licensee to formats supported by the Licensed Software. CHMI cannot assure accurate data conversion until the data source and content are reviewed. Once data is judged to be suitable for conversion, CHMI will provide a Standard Data Conversion Package for any California Licensee converting to Q from standard versions of SAMS, OnTrack, or the California State FoxPro system for MSSP. The Standard Data Conversion Package will include the following services:

- o A trial execution of the data conversion. The converted database will be made available to Licensee for review and verification for a period of 2 days prior to the actual production conversion.
- o The production conversion of the SAMS, OnTrack, or FoxPro database into the Q database.
- o Loading of the converted database on the designated local server.
- o System Administrator training for up to 2 Licensee resources at the Licensee or Customer location of choice (1 day class)
- o User Training for up to 10 Licensee resources at the Licensee's location of choice (2 day class for up to 10 people)
- o All travel and expenses associated with providing the above services.

To complete the data conversion review, Licensee will provide:

- o A schematic of their current data model.

- o Database dumps of their current SAMS, OnTrack, or FoxPro database for the trial conversion and the actual production conversion.
- o Verification of the trial conversion database.
- o Training facilities to include workstations with access to the designated local server for the staff being trained. (Recommend one trainee per workstation, two per workstation max.)

The Standard Data Conversion Package will be billed at a fixed rate defined below (see Data Conversion Support Fees). Conversion from non-standard SAMS, OnTrack, or California State FoxPro MSSP databases or any other database will be performed on a time and materials basis billed at CHMI's standard hourly rate (see Data Conversion Support Fees)

Support Fees:

Maintenance Support Fees

Customer shall pay a yearly maintenance fee to CHMI for the telephone support, and software updates at a rate of \$440 per year (\$36.67 per month) per Licensed End User or 20% of the Initial License Charge for the Licensed Software, whichever is greater. This Maintenance Fee or a prorated share will be due and payable in January of the year in which Maintenance Support is provided.

Licensee shall be responsible for any out of pocket costs incurred by CHMI and agreed upon by Licensee if provided outside CHMI home offices, including applicable state, use, property, excise, and other similar taxes. In the event CHMI provides any services beyond telephone support services, Licensee shall pay for such services on a time and materials, hourly, or per diem charge, billable to Licensee at CHMI's then current published commercial rates for such services.

Development Support Fees:

A separate Statement of Work will be provided for each development request which outlines the deliverables, schedule, and cost.

Data Conversion Support Fees:

Standard Data Conversion Package:	\$6,500
Hourly rate for all non-standard data conversions:	\$125/hr

An estimate of the data conversion effort will be provided after the source data content is received from the Licensee.

Support Fees provided above are subject to change by advance written notice.

EXHIBIT 3

Training and Training Fees

Training Included:

System Administrator Training

- o Introduction to Q for System Administrators 2 Days
- o Enhanced Setup and System Administration 2 Days
- o Best Practices Audit for System Administrators 1 Days

End User Training

- o Introduction to Q Care Management System 3 Days
- o Advanced Q End User Training 2 Days
- o Best Practices Audit for End Users 1 Days

Terms:

- o Maximum of 10 attendees per training session
- o Customer to provide facilities and equipment if training is performed on site; CHMI to provide if training is performed in Cincinnati. Meals not included

Schedule:

Venues and dates to be arranged with Licensee

Training Fees:

System Administrator Training

- o Introduction to Q for System Administrators \$2000
- o Enhanced Setup and System Administration \$2000
- o Best Practices Audit for System Administrators \$1000

End User Training

- o Introduction to Q Care Management System \$3000
- o Advanced Q End User Training \$2000
- o Best Practices Audit for End Users \$1000

Additional Training or Custom Training may be purchased at a rate of \$1000 per day plus direct expenses for travel outside Cincinnati. Training Agendas, Venues, and Dates are subject to change without notice to Licensee unless specifically arranged in advance.

Training Fees provided above are subject to change by advance written notice.

EXHIBIT 4

Documentation, Training Materials, and Fees

Materials

- o Q User Guide
- o Q System Administrators Guide
- o Q Use Case Tutorial Guides

Material Fees

All materials are distributed in electronic form at no cost to Licensee. Hardcopy distribution of all materials is available on request at the following costs:

- o Q User Guide \$25 per copy
- o Q System Administrators Guide \$25 per copy
- o Q Use Case Tutorial Guides \$25 per copy

Material Fees provided above are subject to change by advance written notice. Changes to Material content and organization are subject to updates and edits without notice to the Licensee.

EXHIBIT 5

Mutual Non-Disclosure of Information

All Information exchanged between the parties in conjunction with this Agreement shall be subject to the following terms to the extent permitted by law. Use of the terms "Recipient" and "Discloser" hereunder refer to either Licensee or CHMI, as the case may be. In consideration of the mutual promises and

obligations contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with business projects in which they are engaged (the "Project").

B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are discussing the Project and any terms, conditions or other facts with respect to the Project (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and in connection with the Project is also subject to the terms of this Agreement. "Affiliates" means any company owned by, or owning in whole or in part, now or in the future, directly or indirectly through a subsidiary, a party hereto.

C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.

D) Recipient agrees to use Information solely in connection with the Project and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Project; and (b) have been advised of the confidential and proprietary nature of such Information.

E) All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to recipient within thirty (30) calendar days after such disclosure.

F) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser in writing authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or e) any information Recipient independently develops without use of or reference to Discloser's Information.

G) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

H) Information remains at all times the property of Discloser. Upon Discloser's request and upon termination of this Agreement, all or any requested portion of the Information (including, but not limited

to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

I) Recipient will not identify Discloser, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.

J) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commence on the Effective Date of this Agreement and extend with regard to all Information until two (2) years after termination of this Agreement.

K) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

L) Licensee acknowledges that CHMI has an Agreement with CareAccess, Inc., to market, sell, install, and support Q Continuum System in the State of California. Accordingly, Licensee agrees that it shall not develop, promote, advertise, market, or sell any products or services outside San Mateo County which are competitive in nature to those provided by CareAccess without the express written consent of CHMI.

EXHIBIT 6

End User Licenses

Authorized End User Licenses:

The following Licensee End Users are authorized to receive license access and support privileges. This Exhibit may be altered from time to time to add or modify authorized End Users by mutual consent of CHMI and Licensee. All changes must be acknowledged by return hardcopy or email of this Exhibit before access privileges are to begin.

Notices: Modifications and amendments to this Exhibit may be communicated in MS Excel format via email attachment to the Authorized Agents noted above.

NAMED END USERS

Authorized End User

The following End Users are authorized to receive access and support privileges. This Exhibit may be altered from time to time to add or modify authorized End Users by mutual consent of CareAccess and Customer. All changes must be acknowledged by return hardcopy or email of this Exhibit before access privileges are to begin.

Customer Site	End User	Address	Telephone/Email
San Mateo	Andy Maso	225 37 th Ave. San Mateo, CA 94403	650-573-2731 amaso@co.sanmateo.ca.us
San Mateo	Doreen Miller	225 37 th Ave. San Mateo, CA 94403	650-573-3410 dfmiller@co.sanmateo.ca.us
San Mateo	Jenny Torres	225 37 th Ave. San Mateo, CA 94403	650-573-2700 jtorres1@co.sanmateo.ca.us
San Mateo	Karla Fernandez	225 37 th Ave. San Mateo, CA 94403	650-573-2700 kfernandez@co.sanmateo.ca.us
San Mateo	Lynda Witzel	225 37 th Ave. San Mateo, CA 94403	650-573-2205 lwitzel@co.sanmateo.ca.us
San Mateo	Lori Sweeney	225 37 th Ave. San Mateo, CA 94403	650-573-2704 lasweeney@co.sanmateo.ca.us
San Mateo	Mary Robblee	225 37 th Ave. San Mateo, CA 94403	650-573-2667 mrobblee@co.sanmateo.ca.us
San Mateo	Sandy Cohen	225 37 th Ave. San Mateo, CA 94403	650-573-2621 scohen@co.sanmateo.ca.us
San Mateo	Shea Muller	225 37 th Ave. San Mateo, CA 94403	650-573-3527 smuller@co.sanmateo.ca.us
San Mateo	Sol Salcedo	225 37 th Ave. San Mateo, CA 94403	650-573-2705 ssalcedo@co.sanmateo.ca.us
San Mateo	Tracy Lai	225 37 th Ave. San Mateo, CA 94403	650-573-3416 tlai@co.sanmateo.ca.us
San Mateo	Zhanna Ashkinaziy-Abuel	225 37 th Ave. San Mateo, CA 94403	650-573-2700 zashkinaziy-abuel@co.sanmateo.ca.us
San Mateo	Chris Rodriguez	225 37 th Ave. San Mateo, CA 94403	650-573-2703 crrodriguez@co.sanmateo.ca.us
San Mateo	Anne Heinrich	225 37 th Ave. San Mateo, CA 94403	650-573-3766 aheinrich@co.sanmateo.ca.us
San Mateo	JoAnn Kennelly	225 37 th Ave. San Mateo, CA 94403	650-573-3934 jkennelly@co.sanmateo.ca.us
San Mateo	Joseph Trabucco	225 37 th Ave. San Mateo, CA 94403	650-573-3429 jtrabucco@co.sanmateo.ca.us
San Mateo	Jan Manders	225 37 th Ave. San Mateo, CA 94403	650-573-3908 jmanders@co.sanmateo.ca.us
San Mateo	Judith Clendenin	225 37 th Ave. San Mateo, CA 94403	650-573-3523 jclendenin@co.sanmateo.ca.us
Senior Coastsiders	Cara Schmaljohn	535 Kelly Ave. Half Moon Bay, CA 94019	650-726-9056
City of Pacifica	Jim Lange	540 Crespi Dr. Pacifica, CA 94044	650-738-7352
City of San Bruno	Wendy Mines	1555 Crystal Springs Rd. San Bruno, CA 94066	650-616-7150 wmines@ci.sanbruno.ca.us

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: C H Mack, Inc.
Contact Person: Edward J. Carl, Pres
Address: 10101 Alliance Rd, Suite 10
Cincinnati, OH 45242
Phone Number: 513-936-6000
Fax Number: 513-936-6006

II Employees

Does the Contractor have any employees? Yes No

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

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

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

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

Edward J. Carl
Signature
President
Title

Edward J. Carl, Pres
Name (Please Print)
9/29/2004
Date