

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
ADDUS HEALTHCARE, INC.**

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

WITNESS ETH:

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 providing Home Health and Attendant Care Service to clients of Aging and Adult 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 A1—Description of Services for the AIDS Waiver and Case Management Programs  
Exhibit A2—Description of Services for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian  
Exhibit B 1—Payments and Rates for the AIDS Waiver and Case Management Programs  
Exhibit B2—Payments and Rates for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian  
Attachment I—504 Compliance

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibits "B 1" and "B2," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A1" and "A2."

**3. Payments.**

In full consideration of Contractor's performance of the services described in Exhibits "A1" and "A2" for the Multipurpose Senior Services Program, Adult Protective Services, Linkages, Public Guardian, and the AIDS Waiver/Case Management Program the maximum the County shall be obligated to pay collectively for the period of July 1, 2004 to June 30, 2005 to all Contractors for services is NINE }{UINDRED FIFTY THOUSAND DOLLARS (\$950,000). County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B 1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June 30, 2007.

This Agreement may be terminated by Contractor, the Health Services Director or his/her designee 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) 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, or (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.**

Contractor shall not 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 County. Any such assignment or subcontract without the county’s prior written consent shall give County 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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 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. 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  
Aging and Adult Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

Nancy Kline  
Addus HealthCare, Inc.  
1710S. Amphlett Blvd., Suite 210  
San Mateo, CA 94402

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

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

ATTEST:

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

ADDUS HEALTHCARE, INC.

\_\_\_\_\_  
Contractor's Signature

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

Long Form Agreement/Business Associate

## Exhibit "A1"

In consideration of the payments set forth in Exhibit "B1," Contractor shall provide the following services:

### **DESCRIPTION OF SERVICES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

Contractor shall submit reports to the program supervisor or his/her designee, pursuant to Scope of Work, for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the program supervisor or his/her designee.

Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.

Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.

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

#### **A. ATTENDANT CARE:**

1. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Penneal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
2. Copy of an Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
3. Contractor shall submit documentation of work completed by persons providing attendant care, along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
4. Contractor shall provide an RN one time at least every sixty (60) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report, and submit the report to the AIDS Program Supervisor.
5. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.

7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Section II of this Exhibit.
8. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (BRA) licensures and maintain licensure and certification requirements at all times during this contract.

**B. REGISTERED NURSE CARE:**

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

**C. HOMEMAKER SERVICES:**

1. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
2. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.



3. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
4. Contractor shall submit documentation of work completed by Homemaker along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
5. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.
7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control.

**D. PSYCHO-SOCIAL COUNSELING:**

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

## **II. UNIVERSAL INFECTION CONTROL MEASURES APPROVED BY THE CENTER FOR DISEASE CONTROL**

### **A. HAND WASHING**

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

### **B. GLOVES**

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

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

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

### **C. PROTECTIVE SMOCKS**

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

### **D. HANDLING OF NEEDLES AND OTHER SHARP INSTRUMENTS**

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

### **E. DISPOSAL OF SUPPLIES**

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

## **F. ENVIRONMENTAL SAFETY**

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

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

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

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

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

## **G. PETS**

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

## **H. PREGNANT CAREGIVERS AND AIDS**

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

## **DURABLE MEDICAL EQUIPMENT WITH AIDS**

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

Exhibit "A2"

In consideration of the payments set forth in Exhibit "B2," Contractor shall provide the following services:

**DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC GUARDIAN.**

- A. **CHORE (3.1)** is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities include household cleaning, laundry, shopping, food preparation, and household maintenance.
- B. **PERSONAL CARE (3.2)** This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place. Client instruction in self-care and with meal preparation may also be provided. This service may also include such housekeeping chores as bedmaking, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- C. **HEALTH CARE (3.3)** addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: pharmacists, registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.
- D. **PROTECTIVE SUPERVISION (3.7)** ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. This service may include making a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there is no other means for summoning aid.
- E. **PROFESSIONAL CARE ASSISTANCE (3.9)** is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP) (Fund Code 6). PCA is a comprehensive skilled service delivered by a home health aide (HHA). The specific tasks provided are the same as listed under Personal Care (3.2) above.
- F. **PURCHASED CARE MANAGEMENT (4.3)** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients may request that this service be delivered by another qualified provider under contract or provider agreement with the MSSP site.

- G. RESPITE (5.1, 5.2)** The purpose of respite care is to relieve the client's informal caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.
- H. TRANSPORTATION (6.3 AND 6.4)** these services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or an escort.

Exhibit "B1"

In consideration of the services provided by Contractor in Exhibit "A1" County shall pay Contractor based on the following fee schedule:

I. PAYMENTS AND RATES FOR TUE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

Services	Rates
Skilled Nursing Care (RN)	\$40.571/Tour
Skilled Nursing Care (LVN)	\$29.41/Hour
Psycho-social Counseling	\$51.00/Hour
Attendant Care	\$18.90/Hour
Homemaker Services	\$11.56/Hour

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

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

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

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225 37<sup>th</sup> Avenue  
 San Mateo, CA 94403

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

Exhibit "B2"

In consideration of the services provided by Contractor in Exhibit "A2," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC GUARDIAN**

Code	TJnit	Service	Rate	Mileage
3.1	Hour	Chore	\$18.25	
3.2	Hour	Personal care	\$18.25	
3.3	Visit	Health care – Registered Nurse	\$85.00	
	Visit	Health care – Licensed Vocational Nurse	\$70.00	
	Visit	Health care – Occupational Therapist	\$90.00	
	Visit	Health care PT	\$90.00	
	Visit	Health care ST	\$96.00	
3.7	Hour	Protective supervision	\$18.25	
3.9	Hour	Professional care assistance	\$18.25	
4.3	Month	Case Management-Registered Nurse, M.A.	\$85.00	
5.1	Hour	Respite in-home care (3 hours or more)	\$18.25	
	Day	Respite in-home care 24-hour live-in/heavy care	\$185.00	
	Day	Respite in-home, sleep over 12 hours (night)	\$140.00	
6.3	Hour	Transportation-escort	\$18.25	.375

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

1. The title of the program: Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages, or Public Guardian,
2. Names and titles of all personnel for which reimbursement is being requested,
3. Names of clients, dates of service, and hours of services provided, and
4. The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225 37<sup>th</sup> Avenue  
 San Mateo, CA 94403

Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.





**PRODUCER**

Aon Risk Services, Inc. of Illinois  
200 East Randolph  
Chicago IL 60601

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

PHONE (866) 283-7122 FAX- (847) 953-5390

COMPANY A CNA Casualty of IL

**INSURED**  
Addus HealthCare, Inc.  
2401 South plum Grove Road  
Palatine, IL 60067 USA

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

~~~øV-ERAGES~~

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

|        | TYPE OF INSURANCE                                                                                                                     | POLICY NUMBER                            | POLICY EXPIRATION |          | LIMITS                       |             |
|--------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------|----------|------------------------------|-------------|
|        |                                                                                                                                       |                                          |                   |          |                              |             |
| D      | <b>GENERAL LIABILITY</b><br>)( COMMERCIAL GENERAL LIABILITY<br>4! CLAIMS MADE OCCUR OWNERS & CONTRACTORS PROT<br>X PROFESSIONAL LIAB. | AHC2705422                               | 06/01/04          | 06/01/05 | GENERAL AGGREGATE            | 53,000,000  |
|        |                                                                                                                                       |                                          |                   |          | PRODUCTS - COMP/OP AGO       |             |
|        |                                                                                                                                       |                                          |                   |          | PERSONAL & ADV INJURY        |             |
|        |                                                                                                                                       |                                          |                   |          | EACH OCCURRENCE              | \$1,000,000 |
|        |                                                                                                                                       |                                          |                   |          | FIRE DAMAGE (Any one fire)   |             |
|        |                                                                                                                                       |                                          |                   |          | MED EXP (Any one person)     |             |
| B      | <b>AUTOMOBILE LIABILITY</b><br>X ANY AUTO<br>- ALL OWNED AUTOS<br>- SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS             | BUA271059876                             | 01/01/04          | 01/01/05 | COMBINED SINGLE LIMIT        | \$1,000,000 |
|        |                                                                                                                                       |                                          |                   |          | BODILY INJURY (Per person)   |             |
|        |                                                                                                                                       |                                          |                   |          | BODILY INJURY (Per accident) |             |
|        |                                                                                                                                       |                                          |                   |          | PROPERTY DAMAGE              |             |
|        | <b>GARAGE LIABILITY</b><br>ANY AUTO<br>~                                                                                              |                                          |                   |          | AUTO ONLY - EA ACCIDENT      |             |
| D      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>X OTHER THAN UMBRELLA FORM                                                                | xSS2001344                               | 06/01/04          | 06/01/05 | OTHER THAN AUTO ONLY         |             |
|        |                                                                                                                                       |                                          |                   |          | EACH ACCIDENT                |             |
|        |                                                                                                                                       |                                          |                   |          | AGGREGATE                    |             |
|        |                                                                                                                                       |                                          |                   |          | EACH OCCURRENCE              | \$2,000,001 |
|        |                                                                                                                                       |                                          |                   |          | AGGREGATE                    | \$2,000,001 |
| A<br>C | <b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b><br>THE PROPRIETOR! PARTNERS/EXECUTIVE OFFICERS ARE: X INCL EXCL                   | wc271059831<br>wc271059814<br>California | 01/01/04          | 01/01/05 | Tr,PV I kAirO :11TH-         |             |
|        |                                                                                                                                       |                                          | 01/01/04          | 01/01/05 | EL EACH ACCIDENT             | 51,000,000  |
|        |                                                                                                                                       |                                          |                   |          | EL DISEASE-POLICY LIMIT      | \$1,000,000 |
|        |                                                                                                                                       |                                          |                   |          | EL DISEASE-EA EMPLOYEE       | 51,000,000  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

~~~CERTIFICATE HOLDER~~

AGING AND ADULT SERVICES  
225 37TH AVENUE  
SAN MATEO, CA 94403 USA

~~~CANCELLATION~~

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
AMERICAN CAREQUEST, INC.**

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

WITNESS ETH:

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 providing Home Health and Attendant Care Service to clients of Aging and Adult 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 A1—Description of Services for the AIDS Waiver and Case Management Programs
- Exhibit A2—Description of Services for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian
- Exhibit B 1—Payments and Rates for the AIDS Waiver and Case Management Programs
- Exhibit B2—Payments and Rates for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian
- Attachment I—~504 Compliance

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibits "B 1" and "B2," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A1" and "A2."

**3. Payments.**

In full consideration of Contractor's performance of the services described in Exhibits "A1" and "A2" for the Multipurpose Senior Services Program, Adult Protective Services, Linkages, Public Guardian, and the AIDS Waiver/Case Management Program the maximum the County shall be obligated to pay collectively for the period of July 1, 2004 to June 30, 2005 to all Contractors for services is NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000). County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B 1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

#### **4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June 30, 2007.

This Agreement may be terminated by Contractor, the Health Services Director or his/her designee 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) 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, or (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.**

Contractor shall not 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 County. Any such assignment or subcontract without the county’s prior written consent shall give County 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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 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. **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  
Aging and Adult Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

Marsha Rudakov  
American CareQuest, Inc.  
3921 Geary Blvd., #202  
San Francisco, CA 94118

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

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

ATTEST:

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

AMERICAN CAREQUEST, INC..

\_\_\_\_\_  
Contractor's Signature

Date: ~ /~Za~'.

Long Form Agreement/Business Associate

## Exhibit "A1"

In consideration of the payments set forth in Exhibit "B 1," Contractor shall provide the following services:

### **DESCRIPTION OF SERVICES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

Contractor shall submit reports to the program supervisor or his/her designee, pursuant to Scope of Work, for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the program supervisor or his/her designee.

Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.

Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.

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

#### **A. ATTENDANT CARE:**

1. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
2. Copy of an Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
3. Contractor shall submit documentation of work completed by persons providing attendant care, along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
4. Contractor shall provide an RN one time at least every sixty (60) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report, and submit the report to the AIDS Program Supervisor.
5. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.



7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Section II of this Exhibit.
8. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (RHA) licensures and maintain licensure and certification requirements at all times during this contract.

**B. REGISTERED NURSE CARE:**

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

**C. HOMEMAKER SERVICES:**

1. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
2. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.

3. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
4. Contractor shall submit documentation of work completed by Homemaker along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
5. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.
7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control.

**D. PSYCHO-SOCIAL COUNSELING:**

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

## **II. UNIVERSAL INFECTION CONTROL MEASURES APPROVED BY THE CENTER FOR**

### **DISEASE CONTROL**

#### **A. HANDWASHING**

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

#### **B. GLOVES**

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

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

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

#### **C. PROTECTIVE SMOCKS**

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

#### **D. HANDLING OF NEEDLES AND OTHER SHARP INSTRUMENTS**

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

#### **E. DISPOSAL OF SUPPLIES**

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

## **F. ENVIRONMENTAL SAFETY**

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

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

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

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

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

## **G. PETS**

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

## **H. PREGNANT CAREGIVERS AND AIDS**

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

## **DURABLE MEDICAL EQUIPMENT WITH AIDS**

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

Exhibit "A2"

In consideration of the payments set forth in Exhibit "B2," Contractor shall provide the following services:

**DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC GUARDIAN.**

- A. **CHORE** (3.1) is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities include household cleaning, laundry, shopping, food preparation, and household maintenance.
- B. **PERSONAL CARE** (3.2) This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place. Client instruction in self-care and with meal preparation may also be provided. This service may also include such housekeeping chores as bedmaking, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- C. **HEALTH CARE** (3.3) addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: pharmacists, registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.
- D. **PROTECTIVE SUPERVISION** (3.7) ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. This service may include making a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there is no other means for summoning aid.
- E. **PROFESSIONAL CARE ASSISTANCE** (3.9) is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP) (Fund Code 6). PCA is a comprehensive skilled service delivered by a home health aide (H)TA). The specific tasks provided are the same as listed under Personal Care (3.2) above.
- F. **PURCHASED CARE MANAGEMENT (4.3)** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients may request that this service be delivered by another qualified provider under contract or provider agreement with the MSSP site.

- G. RESPITE (5.1, 5.2)** The purpose of respite care is to relieve the client's informal caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.
- H. TRANSPORTATION (6.3 AND 6.4)** these services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or an escort.

Exhibit "Bi"

In consideration of the services provided by Contractor in Exhibit "A1," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

| <b>Services</b>            | <b>Rates</b> |
|----------------------------|--------------|
| Skilled Nursing Care (RN)  | \$40.57/Hour |
| Skilled Nursing Care (LVN) | \$29.41/Hour |
| Psycho-social Counseling   | \$51.00/Hour |
| Attendant Care.            | \$18.90/Hour |
| Homemaker Services         | \$11.56/Hour |

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

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

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

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
Attention: Lillian Lira, Community Program Specialist  
225 37th Avenue  
San Mateo, CA 94403

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

Exhibit "B2"

In consideration of the services provided by Contractor in Exhibit "A2," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AN) PUBLIC GUARDIAN**

| Code | Unit  | Service                                         | Rate     | Mileage |
|------|-------|-------------------------------------------------|----------|---------|
| 3.1  | Hour  | Chore                                           | \$18.25  |         |
| 3.2  | Hour  | Personal care                                   | \$18.25  |         |
| 3.3  | Visit | Health care – Registered Nurse                  | \$85.00  |         |
|      | Visit | Health care – Licensed Vocational Nurse         | \$70.00  |         |
|      | Visit | Health care – Occupational Therapist            | \$90.00  |         |
|      | Visit | Health care PT                                  | \$90.00  |         |
|      | Visit | Health care ST                                  | \$96.00  |         |
| 3.7  | Hour  | Protective supervision                          | \$18.25  |         |
| 3.9  | Hour  | Professional care assistance                    | \$18.25  |         |
| 4.3  | Month | Case Management-Registered Nurse, M.A.          | \$85.00  |         |
| 5.1  | Hour  | Respite in-home care (3 hours or more)          | \$18.25  |         |
|      | Day   | Respite in-home care 24-hour live-in/heavy care | \$185.00 |         |
|      | Day   | Respite in-home, sleep over 12 hours (night)    | \$140.00 |         |
| 6.3  | Hour  | Transportation-escort                           | \$18.25  | .375    |

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

1. The title of the program: Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages, or Public Guardian,
2. Names and titles of all personnel for which reimbursement is being requested,
3. Names of clients, dates of service, and hours of services provided, and
4. The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225 37<sup>th</sup> Avenue  
 San Mateo, CA 94403

Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.



Attachment I

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

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

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

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

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

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

N~SH4~UD4~OV  
Name of 504 Person - Type or Print

~ CAI~EQU~si~NC.  
Name of Contractor(s) - Type or print

39~1&ci~j&/L1J. #~O~  
Street Address or PO Box

S  
City

CA ~ g  
State Zip Code

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

7~f(~~~QoOc(      ~  
Date                                      Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

# ACORD-M CERTIFICATE OF LIABILITY INSURANCE

PROOLJ CER

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

619-460-6863  
DALE HULL INSURANCE  
P. O. BOX 191220

I-I-Q C&\$2~  
~J5U-ED AMERICAN ARE UE ]:Nc.

INS CORP  
PNSU-E

6250 GEARY BLVD.  
SAN FRANCISCO, CA 94121

INSURER-  
IN-UR-RE

## COVERAGES

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

| IN-LTR                                | TYPE OF INSURANCE                                                                                                                                             | POLICY NUM-EP | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS                                                                                                                                                        |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AL~                                   | GENERAL LIABILITY<br>X] COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br>I GENVL AGGRGATE LIMIT APPLIES PER POLICY                                        | HL2001S37-01  | 8/12/04               | 8/12/05                | EACH OCCURRENCE ~1.000.000<br>FIRE DAMAGE (Any vn-rlr-) ~500000<br>MED E*P (Any ofIA p-r.-orl) ~3.1000.000<br>GENERAL AGGREGATE PRODUCTS - COUP/OP AGG 00~0~0 |
| A~XJHIREDAUTOS<br>~XJ NON-OWNED AUTOS | AUTOMO-ILELIABILITY<br>ANY AUTO<br>OWNED AUTOS<br>SCI-IEDLLED AUTOS<br>NON-OWNED AUTOS                                                                        | HL2001S37-01  | 8/12/04               | 8/12/05                | COMBND SINGLE LIMIT 1,000,000<br>EODILY INJURY (Por ~f~on)<br>EDDILY INJURY (IP, r8cct0e-I)<br>PROPERTY DAMAGE (Per ecCj-e-l)                                 |
| AI PROFESSIONAL                       | GARAGE LIASILITY<br>ANY AUTO<br>EXCESS LIABILITY<br>OCCUR CLAIMS MADE<br>OFDIJCTIBLE<br>RETENTION \$<br>WOPRERS COMPENSATION AND EMPLOYERS LIABILITY<br>OTHER | HL2001937-01  | 8/12/04               | 8/12/05                | AUTO ONLY- LA ACCIDENT \$<br>OTHER THAN AUTO ONLY EA ACC AGG \$<br>EAO-DCC UPRENDE AGGREGATE \$<br>SA~ LIMITS AS SHOWN<br>ABOVE FOR GENEP.AL                  |

DESCRIPTION OP OPEMATIONS/LOCATIONSNEHCLES/EXCLUSIQNS ADDED BY ENDORSEMENT/ZPECIAL PROVIDIJE

### CERTIFICATE HOLDER

ADDITIONAL INSURED. INSURER LETTER:

### CANCELLATION

SAN MATEO COUNTY  
Ac-ING & ADULT SERVI CES  
ATTN: MARIE SH.ANI(S)  
225 37T11 AVENUE  
SAN MATED, CA 94403

SHOULD ANY DE THE APOVE DESCRIBED POLICIES -E CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILI. ENDEAVOR TO MAIL ~ DAYS WRITTEN NOTICE IC THE CERTIFICATE HOLDER NAMED To THE LEFT. BUT FAILURE TO DO SD SHALL IMPOSE NC OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

(~2~)~

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
MEDICAL CARE PROFESSIONALS**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Medical Care Professionals, hereinafter called "Contractor"; ~

**WITNES SETH:**

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 providing Home Health and Attendant Care Service to clients of Aging and Adult 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 A1—Description of Services for the AIDS Waiver and Case Management Programs
- Exhibit A2—Description of Services for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian
- Exhibit B 1—Payments and Rates for the AIDS Waiver and Case Management Programs
- Exhibit B2—Payments and Rates for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian
- Attachment I—~504 Compliance

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibits "B 1" and "B2," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A1" and "A2."

**3. Payments.**

In full consideration of Contractor's performance of the services described in Exhibits "A1" and "A2" for the Multipurpose Senior Services Program, Adult Protective Services, Linkages, Public Guardian, and the AIDS Waiver/Case Management Program the maximum the County shall be obligated to pay collectively for the period of July 1, 2004 to June 30, 2005 to all Contractors for services is NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000). County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June 30, 2007.

This Agreement may be terminated by Contractor, the Health Services Director or his/her designee 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) 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, or (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.**

Contractor shall not 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 County. Any such assignment or subcontract without the county's prior written consent shall give County 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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 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. 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  
Aging and Adult Services  
225 ~ Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

Sharon Youngberg, RN  
Medical Care Professionals  
363 El Camino Real, Ste. 215  
South San Francisco, CA 94080

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

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

ATTEST:

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

MEDICAL CARE PROFESSIONALS

~

\_\_\_\_\_  
Contractor's Signature

Date: 7/1/00

Long Form Agreement/Business Associate



## Exhibit "A1"

In consideration of the payments set forth in Exhibit "B 1," Contractor shall provide the following services:

### **DESCRIPTION OF SERVICES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

Contractor shall submit reports to the program supervisor or his/her designee, pursuant to Scope of Work, for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the program supervisor or his/her designee.

Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.

Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.

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

#### **A. ATTENDANT CARE:**

1. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
2. Copy of an Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
3. Contractor shall submit documentation of work completed by persons providing attendant care, along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
4. Contractor shall provide an RN one time at least every sixty (60) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report, and submit the report to the AIDS Program Supervisor.
5. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.

7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Section II of this Exhibit.
8. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this contract.

**B. REGISTERED NURSE CARE:**

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

**C. HOMEMAKER SERVICES:**

1. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
2. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.

3. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
4. Contractor shall submit documentation of work completed by Homemaker along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
5. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.
7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control.

**D. PSYCHO-SOCIAL COUNSELING:**

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

## **II. UNIVERSAL INFECTION CONTROL MEASURES APPROVED BY THE CENTER FOR DISEASE CONTROL**

### **A. HANDWASHING**

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

### **B. GLOVES**

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

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

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

### **C. PROTECTIVE SMOCKS**

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

### **D. HANDLING OF NEEDLES AND OTHER SHARP INSTRUMENTS**

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

### **E. DISPOSAL OF SUPPLIES**

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

## **F. ENVIRONMENTAL SAFETY**

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

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

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

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

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated.

Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.

## **G. PETS**

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

## **H. PREGNANT CAREGIVERS AND AIDS**

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

## **DURABLE MEDICAL EQUIPMENT WITH AIDS**

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

Exhibit "A2"

In consideration of the payments set forth in Exhibit "B2," Contractor shall provide the following services:

**DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC GUARDIAN.**

- A. **CHORE (3.1)** is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities include household cleaning, laundry, shopping, food preparation, and household maintenance.
- B. **PERSONAL CARE (3.2)** This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place. Client instruction in self-care and with meal preparation may also be provided. This service may also include such housekeeping chores as bedmaking, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- C. **HEALTH CARE (3.3)** addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: pharmacists, registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.
- D. **PROTECTIVE SUPERVISION (3.7)** ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. This service may include making a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there is no other means for summoning aid.
- E. **PROFESSIONAL CARE ASSISTANCE (3.9)** is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP) (Fund Code 6). PCA is a comprehensive skilled service delivered by a home health aide (HHA). The specific tasks provided are the same as listed under Personal Care (3.2) above.
- F. **PURCHASED CARE MANAGEMENT (4.3)** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients may request that this service be delivered by another qualified provider under contract or provider agreement with the MSSP site.

- G. RESPITE (5.1, 5.2)** The purpose of respite care is to relieve the client's informal caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.
- H. TRANSPORTATION (6.3 AND 6.4)** these services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or an escort.

Exhibit "B 1"

In consideration of the services provided by Contractor in Exhibit "A1," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

| <b>Services</b>            | <b>:Rates1~</b> |
|----------------------------|-----------------|
| Skilled Nursing Care (RN)  | \$40.57/Hour    |
| Skilled Nursing Care (LYN) | \$29.41/Hour    |
| Psycho-social Counseling   | \$51.00/Hour    |
| Attendant Care             | \$18.90/Hour    |
| Homemaker Services         | \$11.56/Hour    |

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

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

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

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225<sup>th</sup> Avenue  
 San Mateo, CA 94403

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



Exhibit "B2"

In consideration of the services provided by Contractor in Exhibit "A2," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AN) PUBLIC GUARDIAN**

| Code | Unit  | Service                                         | Rate:~    | Mileage |
|------|-------|-------------------------------------------------|-----------|---------|
| 3.1  | Hour  | Chore                                           | \$18.25   |         |
| 3.2  | Hour  | Personal care                                   | \$18.25   |         |
| 3.3  | Visit | Health care —Registered Nurse                   | \$85.00   |         |
|      | Visit | Health care – Licensed Vocational Nurse         | \$70.00   |         |
|      | Visit | Health care – Occupational Therapist            | \$90.00   |         |
|      | Visit | Health care PT                                  | \$90.00   |         |
|      | Visit | Health care ST                                  | \$96.00   |         |
| 3.7  | Hour  | Protective supervision                          | \$18.25   |         |
| 3.9  | Hour  | Professional care assistance                    | \$18.25   |         |
| 4.3  | Month | Case Management-Registered Nurse, M.A.          | \$85.00   |         |
| 5.1  | Hour  | Respite in-home care (3 hours or more)          | \$18.25   |         |
|      | Day   | Respite in-home care 24-hour live-in/heavy care | \$1 85.00 |         |
|      | Day   | Respite in-home, sleep over 12 hours (night)    | \$140.00  |         |
| 6.3  | Hour  | Transportation-escort                           | \$18.25   | .375    |

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

1. The title of the program: Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages, or Public Guardian,
2. Names and titles of all personnel for which reimbursement is being requested,
3. Names of clients, dates of service, and hours of services provided, and
4. The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225 <sup>37</sup>th Avenue  
 San Mateo, CA 94403

Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.

Attachment I

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

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

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

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

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

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

**Sharon Youngberg**

\_\_\_\_\_  
Name of 504 Person - Type or Print

Medical Care Professionals

363 El Camino Real Ste. 215

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or PO Box

So. San Francisco, CA 94080

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature thi TitYe of Authorized Official

\*Exception: DHIHS regulations state that:

# ACORD, CERTIFICATE OF LIABILITY INSURE

Medic 2 sij DATE 7/10/05 (MM/YY)

PRODUCER  
**Crist Elliott Machette Ins.**  
 License #0B17224  
 2201 Broadway, Suite 725  
 Oakland CA 94612  
 Phone:510-832-8000 Fax:510-832-5054

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

INSURED

**Medical Care Professionals**  
 363 El Camino Real #215  
 South San Francisco CA 94080

INSURERS AFFORDING COVERAGE NAIC#  
 INSURERS: CNA Insurance Companies  
 Progressive Casualty  
 U-SURERC: Hartford Insurance  
 INSURER E

## COVERAGES

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

| NSRIADD'LJ<br>LTR INSRU                                                | TYPE OF INSURANCE                                                                                                                                                   | POLICY NUMBER                | DATE (MM/DD/YY)      | EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                   |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A                                                                      | GENERAL LIABILITY<br>COMBINED SINGLE LIMIT<br>OCCUR CLAIMS MADE                                                                                                     | HMA2066248904                | 07/27/04             | 06/27/05                   | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Each occurrence) \$ 50,000<br>MEDICAL EXPENSE (Any one person) \$ 5,000<br><br>PERSONAL AND PROPERTY INJURY \$ 3,000,000<br>PRODUCTS COMP/OP AGO \$ 3,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <b>fl</b> ~ <b>fl</b> LOC |                                                                                                                                                                     |                              |                      |                            |                                                                                                                                                                                                                          |
| B<br>B                                                                 | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS                                                        | 027162220<br>027162220       | 06/27/04<br>06/27/04 | 06/27/05<br>06/27/05       | COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000<br><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br><br>PROPERTY DAMAGE (Per accident)                                                         |
|                                                                        | GARAGE LIABILITY<br>ANY AUTO                                                                                                                                        |                              |                      |                            | L-UT ONLY - EA ACCIDENT \$<br>OTHER THAN SMALL \$<br>AUTO ONLY AGG \$                                                                                                                                                    |
|                                                                        | EXCESS/UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$                                                                                    |                              |                      |                            | EACH OCCURRENCE \$<br>AGGREGATE \$<br><br>\$<br>:                                                                                                                                                                        |
|                                                                        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>Yes, describe under SPECIAL PROVISIONS below<br>OTHER |                              |                      |                            | WC STATUS - OTHER \$<br>EL. EACH ACCIDENT \$<br>EL. DISEASE - EA EMPLOYEE - \$<br>EL. DISEASE - POLICY LIMIT \$                                                                                                          |
| A<br>C                                                                 | Prof. Liability<br>Fidelity \$25,000                                                                                                                                | HMA2066248904<br>57BDDCY8702 | 06/27/04<br>06/27/04 | 06/27/05<br>06/27/05       | PL Occ 1,000,000<br>PL Agg 3,000,000                                                                                                                                                                                     |

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

Visiting nurse services.

CERTIFICATE HOLDER

CANCELLATION

County of San Mateo  
 Aging & Adult Services  
 225 37th Ave.  
 San Mateo CA 94403

CTYSNMT

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
NURSE PROVIDERS PLUS, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Nurse Providers Plus, Inc., hereinafter called "Contractor";

WITNES SETH:

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 providing Home Health and Attendant Care Service to clients of Aging and Adult 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 A1—Description of Services for the AIDS Waiver and Case Management Programs  
Exhibit A2—Description of Services for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian  
Exhibit B 1—Payments and Rates for the AIDS Waiver and Case Management Programs  
Exhibit B2—Payments and Rates for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian  
Attachment I—~504 Compliance

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibits "B 1" and "B2," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A1" and "A2."

**3. Payments.**

In full consideration of Contractor's performance of the services described in Exhibits "A1" and "A2" for the Multipurpose Senior Services Program, Adult Protective Services, Linkages, Public Guardian, and the AIDS Waiver/Case Management Program the maximum the County shall be obligated to pay collectively for the period of July 1, 2004 to June 30, 2005 to all Contractors for services is NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000). County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B 1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June 30, 2007.

This Agreement may be terminated by Contractor, the Health Services Director or his/her designee 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) 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, or (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.**

Contractor shall not 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 County. Any such assignment or subcontract without the county’s prior written consent shall give County 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 r quired 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 SanMateo 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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 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. 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  
Aging and Adult Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

Bruce Weisenberg  
Nurse Providers Plus, Inc.  
355 Gellert Blvd., Suite 152  
Daly City, CA 94015

**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

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

ATTEST:

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

Clerk of Said Board

NURSE PROVIDERS PLUS, INC.

*fThv\*

\_\_\_\_\_  
Contractor's Signature

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

Long Form Agreement/Business Associate

## Exhibit "A1"

In consideration of the payments set forth in Exhibit "B 1," Contractor shall provide the following services:

### **DESCRIPTION OF SERVICES FOR TITLE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

Contractor shall submit reports to the program supervisor or his/her designee, pursuant to Scope of Work, for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the program supervisor or his/her designee.

Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.

Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.

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

#### **A. ATTENDANT CARE:**

1. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
2. Copy of an Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
3. Contractor shall submit documentation of work completed by persons providing attendant care, along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
4. Contractor shall provide an RN one time at least every sixty (60) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report, and submit the report to the AIDS Program Supervisor.
5. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.

7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Section II of this Exhibit.
8. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this contract.

**B. REGISTERED NURSE CARE:**

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

**C. HOMEMAKER SERVICES:**

1. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
2. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and -stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.

3. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
4. Contractor shall submit documentation of work completed by Homemaker along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
5. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.
7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control.

**D. PSYCHO-SOCIAL COUNSELING:**

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

## **II. UNIVERSAL INFECTION CONTROL MEASURES APPROVED BY THE CENTER FOR DISEASE CONTROL**

### **A. HANDWASHING**

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

### **B. GLOVES**

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

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

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

### **C. PROTECTIVE SMOCKS**

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

### **D. HANDLING OF NEEDLES AND OTHER SHARP INSTRUMENTS**

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

### **E. DISPOSAL OF SUPPLIES**

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

## **F. ENVIRONMENTAL SAFETY**

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

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

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

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

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated.

Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.

## **G. PETS**

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

## **H. PREGNANT CAREGIVERS AND AIDS**

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

## **DURABLE MEDICAL EQUIPMENT WITH AIDS**

The management and cleaning of durable medical equipment (DME) is an issue of particular concern for home health care providers caring for persons with AIDS. The CDC has issued no

- specific guidelines for the provision or cleaning of DME used in the home of a person with AIDS. However, the CDC has recommended the use of a 10-percent bleach solution wipe down of soiled DME that cannot be sterilized by ethyl oxide or autoclaved. Most DME used at home for patients with AIDS (hospital beds, commodes, walkers, wheelchairs) cannot be autoclaved or sterilized.

Exhibit "A2"

In consideration of the payments set forth in Exhibit "B2," Contractor shall provide the following services:

**DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES ANJ) PUBLIC GUARDIAN.**

- A. **CHORE (3.1)** is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities include household cleaning, laundry, shopping, food preparation, and household maintenance.
- B. **PERSONAL CARE (3.2)** This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place. Client instruction in self-care and with meal preparation may also be provided. This service may also include such housekeeping chores as bedmaking, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- C. **HEALTH CARE (3.3)** addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: pharmacists, registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.
- D. **PROTECTIVE SUPERVISION (3.7)** ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. This service may include making a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there is no other means for summoning aid.
- E. **PROFESSIONAL CARE ASSISTANCE (3.9)** is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP) (Fund Code 6). PCA is a comprehensive skilled service delivered by a home health aide (HHA). The specific tasks provided are the same as listed under Personal Care (3.2) above.
- F. **PURCHASED CARE MANAGEMENT (4.3)** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients may request that this service be delivered by another qualified provider under contract or provider agreement with the MSSP site.

- G. RESPITE (5.1, 5.2)** The purpose of respite care is to relieve the client's informal caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.
- H. TRANSPORTATION (6.3 AND 6.4)** these services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or an escort.



Exhibit "B 1"

In consideration of the services provided by Contractor in Exhibit "A1," County shall pay Contractor based on the following fee schedule:

I. PAYMENTS AND RATES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

| Services                   | Rates        |
|----------------------------|--------------|
| Skilled Nursing Care (RN)  | \$40.57/Hour |
| Skilled Nursing Care (LVN) | \$29.41/Hour |
| Psycho-social Counseling   | \$51.00/Hour |
| Attendant Care             | \$18.90/Hour |
| Homemaker Services         | \$11.56/Hour |

Providers of services for the AIDS Programs may also bill up to one (1) additional hour per visit for actual travel associated with providing skilled nursing care, attendant care, homemaker services, and psycho-social counseling.

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

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

Invoices shall be submitted directly to:

- Aging and Adult Services – San Mateo County  
Attention: Lillian Lira, Community Program Specialist  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

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

Exhibit "B2"

In consideration of the services provided by Contractor in Exhibit "A2," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC GUARDIAN**

| node | Unit  | Description of Service                          | Rate     | File # |
|------|-------|-------------------------------------------------|----------|--------|
| 3.1  | Hour  | Chore                                           | \$18.25  |        |
| 3.2  | Hour  | Personal care                                   | \$18.25  |        |
| 3.3  | Visit | Health care – Registered Nurse                  | \$85.00  |        |
|      | Visit | Health care – Licensed Vocational Nurse         | \$70.00  |        |
|      | Visit | Health care – Occupational Therapist            | \$90.00  |        |
|      | Visit | Health care PT                                  | \$90.00  |        |
|      | Visit | Health care ST                                  | \$96.00  |        |
| 3.7  | Hour  | Protective supervision                          | \$18.25  |        |
| 3.9  | Hour  | Professional care assistance                    | \$18.25  |        |
| 4.3  | Month | Case Management-Registered Nurse, M.A.          | \$85.00  |        |
| 5.1  | Hour  | Respite in-home care (3 hours or more)          | \$18.25  |        |
|      | Day   | Respite in-home care 24-hour live-in/heavy care | \$185.00 |        |
|      | Day   | Respite in-home, sleep over 12 hours (night)    | \$140.00 |        |
| 6.3  | Hour  | Transportation-escort                           | \$18.25  | 375    |

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

1. The title of the program: Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages, or Public Guardian,
2. Names and titles of all personnel for which reimbursement is being requested,
3. Names of clients, dates of service, and hours of services provided, and
4. The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225 37<sup>th</sup> Avenue  
 San Mateo, CA 94403

Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.

Attachment I

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

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

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

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

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

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

\_\_\_\_\_  
Name of 504 Person - Type or Print

~Q~kfs) ~  
Name of Contractor(s) - Type or Print

~5S (rd~t ~ (S~-ET 1 W  
Street Address or PO Box

C)~~k~~1

City

/

State

Zip Code

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title <sup>4</sup> Authorized Official

\*Exception: DHHS regulations state that:

t. L

V'r~c~h~-

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2 DATE 10/31/2003

PRODUCER **877-559-6769**

**Willis North America, Inc. - Regional Cert Center**  
 11201 N. Tattun Boulevard  
 Suite 300  
 Phoenix, AZ 85028

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

**INSURERS AFFORDING COVERAGE**

INSURED **Nurse Providers, Inc.**  
 Attn: Bruce Weisenberg  
 355 Gellert Blvd., #152  
 Daly City, CA 94015

INSURER A: Valley Forge Insurance Company 20508-101  
 INSURER B: American Casualty Company of Reading, PA 20427-100  
 INSURER C: \_\_\_\_\_  
 INSURER D: \_\_\_\_\_  
 INSURER E: \_\_\_\_\_

**COVERAGES**

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

| INSR                                                                                            | TYPE OF INSURANCE                                                                                                  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                             |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------|----------------------------------|------------|------------------------------|-----------|--------------------------------|----|-------------------|--------------|---------------------|--------------|
| A                                                                                               | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>J CLAIMS MADE OCCUR                                           | 2057557068    | 10/19/2003 10/19/2004            | <table border="1"> <tr><td>EACH OCCURRENCE</td><td>1,000,000</td></tr> <tr><td>FIRE DAMAGE (Myonefire)</td><td>\$ 100,000</td></tr> <tr><td>MEDEXP (Anyone person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OPAGO</td><td>\$ 2,000,000</td></tr> </table> | EACH OCCURRENCE                     | 1,000,000 | FIRE DAMAGE (Myonefire)          | \$ 100,000 | MEDEXP (Anyone person)       | \$ 10,000 | PERSONAL & ADV INJURY          | \$ | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS-COMP/OPAGO | \$ 2,000,000 |
| EACH OCCURRENCE                                                                                 | 1,000,000                                                                                                          |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| FIRE DAMAGE (Myonefire)                                                                         | \$ 100,000                                                                                                         |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| MEDEXP (Anyone person)                                                                          | \$ 10,000                                                                                                          |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| PERSONAL & ADV INJURY                                                                           | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| GENERAL AGGREGATE                                                                               | \$ 2,000,000                                                                                                       |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| PRODUCTS-COMP/OPAGO                                                                             | \$ 2,000,000                                                                                                       |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| GENERAL AGGREGATE LIMIT APPLIES PER:<br>POLICY <u>f1</u> PRO <u>f11</u> LOC                     |                                                                                                                    |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
|                                                                                                 | AUTOMOBILE LIABILITY<br>- ANY AUTO<br>- ALL OWNED AUTOS<br>- SCHEDULED AUTOS<br>- HIRED AUTOS<br>- NON-OWNED AUTOS |               |                                  | <table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td></td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </table>                                                                                                             | COMBINED SINGLE LIMIT (Ea accident) |           | BODILY INJURY (Per person)       |            | BODILY INJURY (Per accident) | \$        | PROPERTY DAMAGE (Per accident) | \$ |                   |              |                     |              |
| COMBINED SINGLE LIMIT (Ea accident)                                                             |                                                                                                                    |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| BODILY INJURY (Per person)                                                                      |                                                                                                                    |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| BODILY INJURY (Per accident)                                                                    | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| PROPERTY DAMAGE (Per accident)                                                                  | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
|                                                                                                 | GARAGE LIABILITY<br>ANY AUTO                                                                                       |               |                                  | <table border="1"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: EA ACC AGO</td><td>\$</td></tr> </table>                                                                                                                                                                                                                                     | AUTO ONLY - EA ACCIDENT             | \$        | OTHER THAN AUTO ONLY: EA ACC AGO | \$         |                              |           |                                |    |                   |              |                     |              |
| AUTO ONLY - EA ACCIDENT                                                                         | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| OTHER THAN AUTO ONLY: EA ACC AGO                                                                | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
|                                                                                                 | EXCESS LIABILITY<br>OCCUR CLAIMS MADE<br><br>DEDUCTIBLE RETENTION \$                                               |               |                                  | <table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>                                                                                                                                                                                                        | EACH OCCURRENCE                     | \$        | AGGREGATE                        | \$         |                              | \$        |                                | \$ |                   |              |                     |              |
| EACH OCCURRENCE                                                                                 | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| AGGREGATE                                                                                       | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
|                                                                                                 | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
|                                                                                                 | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
|                                                                                                 | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                      |               |                                  | <table border="1"> <tr><td>TORY UM#IS</td><td></td></tr> <tr><td>EL. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>EL. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>EL. DISEASE - POLICY LIMIT</td><td>5</td></tr> </table>                                                                                                                                                     | TORY UM#IS                          |           | EL. EACH ACCIDENT                | \$         | EL. DISEASE - EA EMPLOYEE    | \$        | EL. DISEASE - POLICY LIMIT     | 5  |                   |              |                     |              |
| TORY UM#IS                                                                                      |                                                                                                                    |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| EL. EACH ACCIDENT                                                                               | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| EL. DISEASE - EA EMPLOYEE                                                                       | \$                                                                                                                 |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| EL. DISEASE - POLICY LIMIT                                                                      | 5                                                                                                                  |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
|                                                                                                 | OTHER Professional Liability Limit                                                                                 | 264962082     | 10/19/2003 10/19/2004            | <table border="1"> <tr><td>\$1,000,000 Each Occurrence</td><td></td></tr> <tr><td>\$6,000,000 Aggregate</td><td></td></tr> </table>                                                                                                                                                                                                                                                | \$1,000,000 Each Occurrence         |           | \$6,000,000 Aggregate            |            |                              |           |                                |    |                   |              |                     |              |
| \$1,000,000 Each Occurrence                                                                     |                                                                                                                    |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| \$6,000,000 Aggregate                                                                           |                                                                                                                    |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS |                                                                                                                    |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                     |           |                                  |            |                              |           |                                |    |                   |              |                     |              |

CERTIFICATE HOLDER San Mateo County Health Services Agency / ADDITIONAL INSURED; INSURER LEVTER:

**CANCELLATION**

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

AUTHOR REPRESENTATIVE  
Z~)~

**San Mateo County Health Services Agency**  
**Aging and Adult Services**  
 230 37th Ave., Bin 140  
 San Mateo, CA 94403

## IMPORTANT

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

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

## DISCLAIMER

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

MARSH

CERTIFICATE OF INSURANCE

-B-R3

PRODUCER

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

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

COMPANIES AFFORDING COVERAGE

COMPANY

A CNA INSURANCE COMPANIES

COMPANY

B AMERICAN ALTERNATIVE INSURANCE CO

COMPANY

C

COMPANY

D

6075 -KSL.NURSE-2004

INSURED

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

COVERAGES

This certificate su-el-sedes id

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

Table with columns: CO. LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE IMM/DDIYY, POLICY EXPIRATION DATE IMM/DD/YY, LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Excess Liability, Workers Compensation, and Excess Work Comp.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
APPLICABLE TO LEASED EMPLOYEES ONLY, PER CLIENT SERVICE AGREEMENT,

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

CANCELLATION
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL (5) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE. ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE.
MARSH USA INC.
BY: JaniCe B Collins 92nuct-5.C1DI/~'1tc
MM 1(3102) VALID AS OF: 01/07/04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**HIRED AUTO AND NON-OWNED AUTO LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY— BUSINESSOWNERS LIABILITY COVERAGE FORM.  
BUSINESSOWNERS COMMON POLICY CONDITIONS

The provisions of this endorsement apply only as respects  
Hired Auto and Non-Owned Auto Liability Coverage.

**I. HIRED AUTO LIABILITY**

The insurance provided under Paragraph 1. Business Liability (SECTION A. COVERAGES) applies only to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business,

**II. NON-OWNED AUTO LIABILITY**

The insurance provided under Paragraph 1. Business Liability (SECTION A. COVERAGES) applies only to “bodily injury” or “property damage” arising out of the maintenance or use of a “non-owned auto” by any person other than you in the course of your business.

III. SECTION B. EXCLUSIONS is amended by the following:

A. Exclusions c., e., g., h., j., k., l., m., n., o., p., and q. do not apply.

B. The following exclusions are added:

**Employer’s Liability**

“Bodily injury” to:

(1) An “employee” of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured’s business; or

(2) The spouse, child, parent, brother or sister of that “employee” as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who may pay the damages because of the injury,

This exclusion does not apply to:

- (1) Liability assumed by the insured under an “insured contract”; or

- (2) “Bodily injury” to domestic “employees” not entitled to workers’ compensation benefits.

**Damage to Property**

“Property damage” to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or

- (2) Property in the care, custody, or control of the insured.

**Auto Used in Your Business**

“Bodily injury” or “property damage” if you are an insured on an Auto insurance policy that insures “autos” used in your business.

IV. SECTION C. WHO IS AN INSURED is replaced by the following:

**SECTION C. WHO IS AN INSURED**

Each of the following is an insured under this insurance to the extent set forth below:

- 1. You.
- 2. Any other person using a “hired auto” with your permission.
- 3. With respect to a “non-owned auto”, any partner or “executive officer” of yours, but only while such “non-owned auto” is being used in your business.
- 4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above.

None of the following is an insured:

- 1. Any person engaged in the business of his or her employer with respect to “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- 2. Any partner or “executive officer” with respect to any “auto” owned by such partner or officer or a member of his or her household;

- 3. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
- 4. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- 5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**V. SECTION 0. LIMITS OF INSURANCE is replaced by the following:**

**SECTION 0. LIMITS OF INSURANCE**

Regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought;
- c. Persons or organizations making claims or bringing "suits"; or
- d. "Autos",

the Hired Auto and Non-Owned Auto. Liability Each Occurrence Limit shown in the **Declarations is the most we will pay for damages under SECTION A. COVERAGES** because of all "bodily injury" or "property damage" arising out of the maintenance or use of a:

- 1. "Hired auto" by you or your "employees" in the course of your business; or
- 2. "Non-owned auto" by any person other than you in the course of your business,

and arising out of any one "occurrence".

The limit of this endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after

issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

**VI. Condition H. Other Insurance, of the Businessowners Common Policy Conditions, is replaced by the following:**

**H. Other Insurance.**

This insurance is excess over any other valid and collectible insurance available to you.

**VII. Definition 8. "Insured contract" (SECTION F. DEFINITIONS) is amended by the addition of the following:**

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

**VIII. The following definitions (SECTION F. DEFINITIONS) are added:**

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

"Hired auto" means any "auto" you lease, hire, rent or borrow which is used in connection with your business. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

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**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
NURSING RESOURCES**

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

**WITNES SETH:**

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 providing Home Health and Attendant Care Service to clients of Aging and Adult 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 A1—Description of Services for the AIDS Waiver and Case Management Programs

Exhibit A2—Description of Services for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian

Exhibit B1—**Payments and Rates for the** AIDS Waiver and Case Management Programs

Exhibit B2—**Payments and Rates for the** Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian

Attachment I—504 Compliance

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibits "B1" and "B2," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A1" and "A2."

**3. Payments.**

In full consideration of Contractor's performance of the services described in Exhibits "A1" and "A2" for the Multipurpose Senior Services Program, Adult Protective Services, Linkages, Public Guardian, and the AIDS Waiver/Case Management Program the maximum the County shall be obligated to pay collectively for the period of July 1, 2004 to June 30, 2005 to all Contractors for services is NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000). County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

#### **4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June 30, 2007.

This Agreement may be terminated by Contractor, the Health Services Director or his/her designee 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) 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, or (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.**

Contractor shall not 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 County. Any such assignment or subcontract without the county’s prior written consent shall give County 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 himlher 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 himselfherself 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 Contractors 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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 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. 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  
Aging and Adult Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

Mr. Alp Malazgirt  
Nursing Resources  
39111 Paseo Padre Parkway, Ste. 319  
Fremont, CA 94538

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

COUNTY OF SAN MATEO

By:

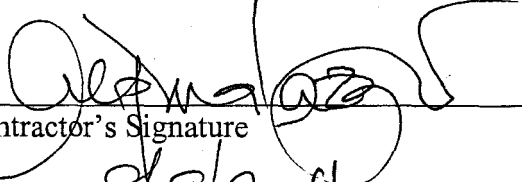
\_\_\_\_\_  
Mark Church, President, Board of Supervisors

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

ATTEST:

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

NURSING RESOURCES

  
\_\_\_\_\_  
Contractor's Signature

Date: 8/9/2004

Long Form Agreement/Business Associate

## Exhibit "A1"

In consideration of the payments set forth in Exhibit "B 1," Contractor shall provide the following services:

### **DESCRIPTION OF SERVICES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

Contractor shall submit reports to the program supervisor or his/her designee, pursuant to Scope of Work, for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the program supervisor or his/her designee.

Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.

Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.

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

#### **A. ATTENDANT CARE:**

1. **Personal Care** - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
2. •Copy of an Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
3. Contractor shall submit documentation of work completed by persons providing attendant care, along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
4. Contractor shall provide an RN one time at least every sixty (60) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report, and submit the report to the AIDS Program Supervisor.
5. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.

7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Section II of this Exhibit.
8. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this contract.

**B. REGISTERED NURSE CARE:**

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

**C. HOMEMAKER SERVICES:**

1. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
2. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.



3. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
4. Contractor shall submit documentation of work completed by Homemaker along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
5. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in ATDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.
7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control.

**D. PSYCHO-SOCIAL COUNSELING:**

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

## **II. UNIVERSAL INFECTION CONTROL MEASURES APPROVED BY THE CENTER FOR DISEASE CONTROL**

### **A. HANDWASHING**

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

### **B. GLOVES**

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

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

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

### **C. PROTECTIVE SMOCKS**

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

### **D. HANDLING OF NEEDLES AND OTHER SHARP INSTRUMENTS**

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

### **E. DISPOSAL OF SUPPLIES**

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

## **F. ENVIRONMENTAL SAFETY**

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

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

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

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

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated.

Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.

## **G. PETS**

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

## **H. PREGNANT CAREGIVERS AND AIDS**

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

## **DURABLE MEDICAL EQUIPMENT WITH AIDS**

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

Exhibit "A2"

In consideration of the payments set forth in Exhibit "B2," Contractor shall provide the following services:

**DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM,  
A1)ULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC  
GUARDIAN.**

- A. **CHORE (3.1)** is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities include household cleaning, laundry, shopping, food preparation, and household maintenance.
- B. **PERSONAL CARE (3.2)** This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place. Client instruction in self-care and with meal preparation may also be provided. This service may also include such housekeeping chores as bedmaking, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- C. **HEALTH CARE (3.3)** addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: pharmacists, registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.
- D. **PROTECTIVE SUPERVISION (3.7)** ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. This service may include making a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there is no other means for summoning aid.
- E. **PROFESSIONAL CARE ASSISTANCE (3.9)** is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP) (Fund Code 6). PCA is a comprehensive skilled service delivered by a home health aide (HHA). The specific tasks provided are the same as listed under Personal Care (3.2) above.
- F. **PURCHASED CARE MANAGEMENT (4.3)** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients may request that this service be delivered by another qualified provider under contract or provider agreement with the MSSP site.

- G. RESPITE (5.1, 5.2)** The purpose of respite care is to relieve the client's informal caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.
- H. TRANSPORTATION (6.3 AND 6.4)** these services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or an escort.

Exhibit "B1"

In consideration of the services provided by Contractor in Exhibit "A1," County shall pay Contractor based on the following fee schedule:

I. PAYMENTS AND RATES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

|                            |              |
|----------------------------|--------------|
| Skilled Nursing Care (RN)  | \$40.57/Hour |
| Skilled Nursing Care (LVN) | \$29.41/Hour |
| Psycho-social Counseling   | \$51.00/Hour |
| Attendant Care             | \$18.90/Hour |
| Homemaker Services         | \$11.56/Hour |

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

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

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

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225 37<sup>th</sup> Avenue  
 San Mateo, CA 94403

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

Exhibit "B2"

In consideration of the services provided by Contractor in Exhibit "A2," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC GUARDIAN**

| Unit  | Service                                         | Rate           | Mileage |
|-------|-------------------------------------------------|----------------|---------|
| Hour  | Chore                                           | \$18.25        |         |
| Hour  | Personal care                                   | \$18.25        |         |
| Visit | Health care – Registered Nurse                  | \$85.00        |         |
| Visit | Health care – Licensed Vocational Nurse         | \$70.00        |         |
| Visit | Health care – Occupational Therapist            | \$90.00        |         |
| Visit | Health care PT                                  | \$90.00        |         |
| Visit | Health care ST                                  | \$96.00        |         |
| Hour  | Protective supervision                          | <b>\$18.25</b> |         |
| Hour  | Professional care assistance                    | \$18.25        |         |
| Month | Case Management-Registered Nurse, M.A.          | \$85.00        |         |
| Hour  | Respite in-home care (3 hours or more)          | \$18.25        |         |
| Day   | Respite in-home care 24-hour live-in/heavy care | \$185.00       |         |
| Day   | Respite in-home, sleep over 12 hours (night)    | \$140.00       |         |
| Hour  | Transportation-escort                           | \$18.25        | .375    |

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

1. The title of the program: Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages, or Public Guardian,
2. Names and titles of all personnel for which reimbursement is being requested,
3. Names of clients, dates of service, and hours of services provided, and
4. The signature of approval of the subcontractor's project director or an individual acting in his/her behalf

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225 37<sup>th</sup> Avenue  
 San Mateo, CA 94403

Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.

# ACORD.. CERTIFICATE OF LIABILITY INSURANCE

OPID 161 DATE (MM/DD/YYYY) 06/02/04  
 TEMP CAR

|                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                      |  |            |  |            |  |            |  |            |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------|--------------------------------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>PRODUCER</b><br><br>(WC) <b>Heffernan Insurance Brkrs</b><br><b>1350 Carlbacc Aye, Suite 200</b><br>Walnut Creek CA 94596<br>Phone: 925-934-8500 Fax: 925-934-8278 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.                                                                                                                                                                                                            |                             |       |                                      |  |            |  |            |  |            |  |            |  |
| <b>INSURED</b><br><br>TeinpCare, LLC<br>Alp Malazgirt<br>39111 Paseo Padre Pkwy Ste 319<br>Fremont CA 94538                                                           | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">INSURERS AFFORDING COVERAGE</td> <td style="width:20%;">NAIC#</td> </tr> <tr> <td>INSURER A: ACE AI-RICAN INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> | INSURERS AFFORDING COVERAGE | NAIC# | INSURER A: ACE AI-RICAN INSURANCE CO |  | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  |
| INSURERS AFFORDING COVERAGE                                                                                                                                           | NAIC#                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |       |                                      |  |            |  |            |  |            |  |            |  |
| INSURER A: ACE AI-RICAN INSURANCE CO                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                      |  |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                      |  |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                      |  |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                      |  |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                      |  |            |  |            |  |            |  |            |  |

**COVERAGES**

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

| ~SR | OO-L | TYPE OF INSURANCE                                                                                                                                 | POLICY NUMBER              | PO-JC EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                           |
|-----|------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A   |      | GENERAL LIABILITY<br>~COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br>~7<br>GEN-AGGREGATE LIMIT APPLIES PER POLICY<br>POLICY PL-C-FL-LOC     | CR1121219                  | 04/16/04                        | 04/16/05                          | EACH OCCURRENCE \$ 100000<br>\$100000<br>MEDEXPIAnYon9pQr, onl \$2000<br>PERSONAL & ADV INJURY \$ mci in PL<br>GENERAL AGGREGATE \$3000000<br>PRODUCTS - COMP/OP AGG \$ Excluded |
| A   |      | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS                                          |                            |                                 |                                   | COMBINED SINGLE LIMIT IEa accident)<br>BODILY INJURY IPer personl<br>BODILY INJURY IPer acc-dentl<br>PROPERTY DAMAGE )Per accidentl                                              |
|     |      | GARAGE LIABILITY<br>ANY AUTO                                                                                                                      |                            |                                 |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY EA ACC AGO \$                                                                                                                 |
|     |      | EXCESS/UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>~7 RETENTION \$                                                                   |                            |                                 |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$                                                                                                                                   |
|     |      | WORKERS COMPENSATION AND<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>It yes, describe under SPECIAL PROVISIONS below<br>OTHER |                            |                                 |                                   | TORY LIMITS<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE 8<br>E.L. DISEASE - POLICY LIMIT 8                                                                               |
| A   |      | Professional Liab<br>Claims Made                                                                                                                  | CR1121219<br>RETRO 4/16/04 | 04/16/04                        | 04/16/05                          | Occurrence 1,000,000<br>Aggregate 3,000,000                                                                                                                                      |

DES. APTIDN OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*10 day notice of cancellation for non-payment of prexn. iuxn.

|                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>SA1'~MA19<br><br>Aging and Adult Services<br>San Mateo County<br>5 - .isu Avenue<br>San Mateo CA 94403 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br><br>AUTH 2- TI--- |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



### CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Winois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder

Individual

Address of policyholder

39111 Pasw Padre Ave, Suite 309, Fremont, CA 94538

Location of operations

Description of operations

Provision temporary nursing care

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

| POLICY NUMBER            | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                | POLICY PERIOD                                               |                 | LIMITS OF LIABILITY                                                                                                                    |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------|
|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Effective Date                                              | Expiration Date | (at beginning of policy period)                                                                                                        |
| This insurance includes: | <b>Comprehensive Business Liability</b><br><input type="radio"/> Products - Completed Operations<br><input type="radio"/> Contractual Liability<br><input type="radio"/> Underground Hazard Coverage<br><input type="radio"/> Personal Injury<br><input type="radio"/> Advertising Injury<br><input type="radio"/> Explosion Hazard Coverage<br><input type="radio"/> Collapse Hazard Coverage<br><input type="radio"/><br><input type="radio"/> |                                                             |                 | <b>BODILY INJURY AND PROPERTY DAMAGE</b><br>Each Occurrence \$<br>General Aggregate \$<br>Products - Completed Operations Aggregate \$ |
|                          | <b>EXCESS LIABILITY</b><br><input type="radio"/> Umbrella<br><input type="radio"/> Other                                                                                                                                                                                                                                                                                                                                                         | <b>POLICY PERIOD</b><br>Effective Date      Expiration Date |                 | <b>BODILY INJURY AND PROPERTY DAMAGE</b><br>(Combined Single Limit)<br>Each Occurrence \$<br>Aggregate \$                              |
|                          | Workers Compensation and Employers Liability                                                                                                                                                                                                                                                                                                                                                                                                     |                                                             |                 | Part 1 STATUTORY<br>Part 2 <b>BODILY INJURY</b><br>Each Accident<br>Disease Each Employee \$<br>Disease - Policy Limit \$              |
| POLICY NUMBER            | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                | POLICY PERIOD                                               | PERIOD          | LIMITS OF LIABILITY                                                                                                                    |
|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Effective Date                                              | Expiration Date | (at beginning of policy period)                                                                                                        |
| 074 4SO2-D2-05           | Non-accident                                                                                                                                                                                                                                                                                                                                                                                                                                     | 04/26/2004                                                  | 10/26/2004      | 1,000,000                                                                                                                              |

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 10 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm, or its agents or representatives.

Name and Address of Certificate Holder

Authorized Representative  
 Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Agent's Code Smp

AFO Code **GJALLEE** 05-2119  
**PENINSULA AFO** **F163**

**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94 142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 07-12-2004

GROUP:  
**POLICYNUMBER:** 1691892-2004  
**CERTIFICATE ID:**  
**CERTIFICATE EXPIRES:** 07-01-2005  
07-01-2004/07-01-2005

SAN MATEO AGING ADULT SERVICE  
225 27TH AVE  
SAN MATEO CA 94403

This is to certify that we have issued a valid workers Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated,

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions, of such policies.

*~jC4i4n—*

AUTHORIZED REPRESENTATIVE

*4i ~ e.*

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

**EMPLOYER**

TEMP CARE, LLC DBA: NURSING RESOURCES  
39111 PASE PDR PW , 319  
FREMONT CA 94538

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
PROFESSIONAL HEALTHCARE AT HOME**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Professional HealthCare At Home, hereinafter called "Contractor";

**WITNES SETH:**

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 providing Home Health and Attendant Care Service to clients of Aging and Adult 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 A1—Description of Services for the AIDS Waiver and Case Management Programs

Exhibit A2—Description of Services for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian

Exhibit B 1—Payments and Rates for the AIDS Waiver and Case Management Programs

Exhibit B2—Payments and Rates for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian

Attachment I—504 Compliance

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibits "Bi" and "B2," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A1" and "A2."

**3. Payments.**

In full consideration of Contractor's performance of the services described in Exhibits "A1" and "A2" for the Multipurpose Senior Services Program, Adult Protective Services, Linkages, Public Guardian, and the AIDS Waiver/Case Management Program the maximum the County shall be obligated to pay collectively for the period of July 1, 2004 to June 30, 2005 to all Contractors for services is NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000). County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B 1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June 30, 2007.

This Agreement may be terminated by Contractor, the Health Services Director or his/her designee 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) 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, or (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.**

Contractor shall not 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 County. Any such assignment or subcontract without the county’s prior written consent shall give County 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 or
- 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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.

- B. *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 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. 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 ease of County, to:**

Jacqueline Toliver  
Aging and Adult Services  
225 <sup>37</sup>th Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

Ivan San Luis, RN  
Professional HealthCare At Home  
2023 Vale Road, Ste. 210  
San Pablo, CA 94806

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

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

ATTEST:

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

PROFESSIONAL HEALTHCARE AT HOME

\_\_\_\_\_  
Contractor's signature

**Date: 7~ ~ ~ ~ f**

Long Form Agreement/Business Associate



## Exhibit "A1"

In consideration of the payments set forth in Exhibit "B1," Contractor shall provide the following services:

### **DESCRIPTION OF SERVICES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

Contractor shall submit reports to the program supervisor or his/her designee, pursuant to Scope of Work, for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the program supervisor or his/her designee.

Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.

Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.

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

#### **A. ATTENDANT CARE:**

1. Personal Care - Bathing: Tub, shower, sponge, bed. Light housekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
2. Copy of an Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
3. Contractor shall submit documentation of work completed by persons providing attendant care, along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
4. Contractor shall provide an RN one time at least every sixty (60) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report, and submit the report to the AIDS Program Supervisor.
5. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.

7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Section II of this Exhibit.
8. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this contract.

**B. REGISTERED NURSE CARE:**

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

**C. HOMEMAKER SERVICES:**

1. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
2. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.

3. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
4. Contractor shall submit documentation of work completed by Homemaker along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
5. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.
7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control.

**D. PSYCHO-SOCIAL COUNSELING:**

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

## **II. UNIVERSAL INFECTION CONTROL MEASURES APPROVED BY TILE CENTER FOR DISEASE CONTROL**

### **A. HANDWASHING**

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

### **B. GLOVES**

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

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

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

### **C. PROTECTIVE SMOCKS**

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

### **D. HANDLING OF NEEDLES AND OTHER SHARP INSTRUMENTS**

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

### **E. DISPOSAL OF SUPPLIES**

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

## **F. ENVIRONMENTAL SAFETY**

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

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

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

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

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated.

Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.

## **G. PETS**

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

## **H. PREGNANT CAREGIVERS AND AIDS**

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

## **DURABLE MEDICAL EQUIPMENT WITH AIDS**

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

## Exhibit "A2"

In consideration of the payments set forth in Exhibit "B2," Contractor shall provide the following services:

### **DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND) PUBLIC GUARDIAN.**

- A. **CHORE (3.1)** is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities include household cleaning, laundry, shopping, food preparation, and household maintenance.
- B. **PERSONAL CARE (3.2)** This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place. Client instruction in self-care and with meal preparation may also be provided. This service may also include such housekeeping chores as bedmaking, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- C. **HEALTH CARE (3.3)** addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: pharmacists, registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.
- D. **PROTECTIVE SUPERVISION (3.7)** ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. This service may include making a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there is no other means for summoning aid.
- E. **PROFESSIONAL CARE ASSISTANCE (3.9)** is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP) (Fund Code 6). PCA is a comprehensive skilled service delivered by a home health aide (HHA). The specific tasks provided are the same as listed under Personal Care (3.2) above.
- F. **PURCHASED CARE MANAGEMENT (4.3)** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients may request that this service be delivered by another qualified provider under contract or provider agreement with the MSSP site.

- G. RESPITE (5.1, 5.2)** The purpose of respite care is to relieve the client's informal caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.
- H. TRANSPORTATION (6.3 AND 6.4)** these services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or an escort.

**Exhibit "B1"**

In consideration of the services provided by Contractor in Exhibit "A1," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

|                            |              |
|----------------------------|--------------|
| Skilled Nursing Care (RN)  | \$40.57/Hour |
| Skilled Nursing Care (LVN) | \$29.41/Hour |
| Psycho-social Counseling   | \$51.00/Hour |
| Attendant Care             | \$18.90/Hour |
| Homemaker Services         | \$11.56/Hour |

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

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

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

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
Attention: Lillian Lira, Community Program Specialist  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

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



Exhibit "B2"

In consideration of the services provided by Contractor in Exhibit "A2," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC GUARDIAN**

| <b>Code..</b> | <b>Unit.....</b> | <b>Service .....</b>                            | <b>Rate.. .....</b> | <b>Mileage~</b> |
|---------------|------------------|-------------------------------------------------|---------------------|-----------------|
| 3.1           | Hour             | Chore                                           | \$18.25             |                 |
| 3.2           | Hour             | Personal care                                   | \$18.25             |                 |
| 3.3           | Visit            | Health care – Registered Nurse                  | \$85.00             |                 |
|               | Visit            | Health care – Licensed Vocational Nurse         | \$70.00             |                 |
|               | Visit            | Health care – Occupational Therapist            | \$90.00             |                 |
|               | <b>Visit</b>     | <b>Health care PT</b>                           | <b>\$90.00</b>      |                 |
|               | Visit            | Health care ST                                  | \$96.00             |                 |
| 3.7           | Hour             | Protective supervision                          | \$18.25             |                 |
| 3.9           | Hour             | Professional care assistance                    | \$18.25             |                 |
| 4.3           | Month            | Case Management-Registered Nurse, M.A.          | \$85.00             |                 |
| <b>5.1</b>    | Hour             | Respite in-home care (3 hours or more)          | \$18.25             |                 |
|               | Day              | Respite in-home care 24-hour live-in/heavy care | \$185.00            |                 |
|               | Day              | Respite in-home, sleep over 12 hours (night)    | \$140.00            |                 |
| 6.3           | Hour             | Transportation-escort                           | \$18.25             | .375            |

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

1. The title of the program: Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages, or Public Guardian,
2. Names and titles of all personnel for which reimbursement is being requested,
3. Names of clients, dates of service, and hours of services provided, and
4. The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225 37<sup>th</sup> Avenue  
 San Mateo, CA 94403

Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.

Attachment I

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

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

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

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

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

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

S ~ L ~ & ~ L ~ ( R ~ , V .

Name of 504 Person - Type or Print

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• Name of Contractor(s) - Type or Print

Street Address or PO Box

~ CC", G~L(~/

City

State

Zip Code

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

7 2 ~ ZOOH

Date

~9JL~e~

Signature and Title of Authorized Official

\*Exception: DRIFTS regulations state that:

C~1~'J

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# MARS4~I

CERTIFICATE NUMBER  
CHI-000148614-05

Marsh, Inc~  
600 Rnel~unc Center, Suite 2100  
Detmit, MI 48243

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, VENDOR OR ALTER THE POLICY AFFORDED BY THE POLICIES DESCRIBED HEREIN.

### COMPANIES AFFORDING COVERAGE

CQMPM-Y

A CMA INSURANCE COMPANIES

COMPANY

B AMERICAN ALTERNATIVE INSURANCE Co

COMPANY

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COMPANY

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IPISURED

PROFESSIONAL HEALTH CARE AT HOME  
KELLY STAFF LEASING, INC.  
110 WEST A STI-EET  
SUITE 1700  
SAN DIEGO, CA 92101

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN OR THE POLICY PERIOD INDICATED. NO OTHER TENDERS OR CONDITIONS OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN TO THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGREEMENTS MAY HAVE SOME REDUCED PREMIUMS (CLM-18).

| TYPE OF INSURANCE                                                                                                                                                    | POLICY NUMBER                                      | POUC-F-ECTIVE | POLICY EXPIRATION |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------|-------------------|-------------------------------------|
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|                                                                                                                                                                      |                                                    |               |                   | PERSONAL-AD-INJURY \$               |
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| SEXCESS WORK COMP                                                                                                                                                    | (EXCESS OF \$5,000,000 IN WA)<br>XW.0000002-00(WA) | 01/01/04      | 01101/0~          | SAME TOTAL ASWC/ELABOVE             |

APPLICABLE TO LEASED EMPLOYEES ONLY, PER CUENT SERVICE AGREEMENT.

PROFESSIONAL HEALTH CARE AT HOME  
2023 VALE ROAD  
SUITE 210  
SAN PABLO, CA 94906

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IT: JEnGO B Collins

*Jamie B. Collins*

VALID AS OF: 03/11/04

# AbORD~MCERTIFICATE OF LIABILITY INSURANCE PagB of 2 ~0/31/2003

**PRODUCER** **877-559-6769**

W~11imNorth america, Xr~. - Regional Cart center  
 U201 N. ?atwn Boulevard  
**Suit~300**  
 Phoenix, AZ 85028

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

**INSURERS AFFORDING COVERAGE**

**INSURED** **Nurse P~viders, Inc.**  
**Professional IC.althcare at Horn.**  
 Atta: Bxu~e Weiaenberg  
 355 Oellart Blvd., #152  
 Daly city, CA 94015

INSURER A **Valley Zorge Insurance Cawpariy** **20508-101**  
 INSURER B: American C~Sualty C~pany of Reading-, PA 2C427-100  
 INSURERC:  
 INSURER O:  
 INSVRERE:

**COVERAGES**

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

| INSR | TYPE OF INSURANCE                                                                                                                  | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS                                                                                                                                                                                                          |
|------|------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A    | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIM-MADE <input type="checkbox"/> OCCUR | 2057557068    | 10/19/2003            | 10/19/2004             | EACH OCCURRENCE \$ 1,000,000<br>FIRE DAMAGE - AnyoneffTel \$ 1,000,000<br>MED EXP - MyonepDrSon) \$ 1,000,000<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS COMP/OP AGG \$ ~000-000 |
|      | GENERAL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> FLOC                   |               |                       |                        |                                                                                                                                                                                                                 |
|      | AUTOMOBILE LIABILITY<br>— ANY AUTO<br>— ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>— HIRED AUTOS<br>NON-OWNED AUTOS                     |               |                       |                        | COMBINED SINGLE LIMIT (Ta accident)<br>BODILY INJURY (Per person) \$<br>UOQILY INJURY (Per accident) \$<br>PRDPTTY DAMAGE (Per accident)                                                                        |
|      | GARAGE LIABILITY<br>ANY AUTO                                                                                                       |               |                       |                        | AUTO ONLY: EAACCIDENT \$<br>OTHER THAN AUTO ONLY: EAACC. AGO \$                                                                                                                                                 |
|      | EXCESS LIABILITY<br>OCCUR <input checked="" type="checkbox"/> CLAIM MADE                                                           | 2057557068    | 10/19/2003            | 10/19/2004             | EACH OCCURRENCE \$ 5,000,000<br>-Q-Q-5 \$ 5,000,000<br>Retain-te6Limit                                                                                                                                          |
|      | DEDUCTIBLE<br>~RETENTKIN \$                                                                                                        |               |                       |                        |                                                                                                                                                                                                                 |
|      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                      |               |                       |                        | WC STATUTORY LIMITS JOTF4- \$<br>C.L.CACIIACCIOEHT \$<br>EL DISEASE - EA EMPLOYEE \$<br>EL DISEASE - POLICY LIMIT \$                                                                                            |
|      | OTHER Professional Liability Limit                                                                                                 | 2649620112    | 10/19/2003            | 10/19/2004             | \$1,000,000 Each Occurrence<br>\$6,000,000 Aggregate                                                                                                                                                            |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**certificate Holder is Additional Insured when required by writtex~ contract.**

|                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <p><b>CERTIFICATE HOLDER</b></p> <p>Additional Insured; Insurer Letter: —</p> <p><b>Cio'~iim ~uil~v-an, Professional I\$althcare at Rome</b><br/>                 2023 Vale Road #210<br/>                 Sa~ Pablo, CA 94806</p> | <p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHOR REPRESENTATIVE</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

AGREEMENT BETWEEN **THE COUNTY OF SAN MATEO** AND  
**RAINBOW HOME CARE SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Rainbow Home Care Services, hereinafter called "Contractor";

WITNES SETH:

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 providing Home Health and Attendant Care Service to clients of Aging and Adult 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 A1—Description of Services for the AIDS Waiver and Case Management Programs

Exhibit A2—Description of Services for the Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages and Public Guardian

Exhibit B 1—Payments and Rates for the AIDS Waiver and Case Management Programs

Exhibit B2—Payments and Rates for the Multipurpose Senior Services Program, Adult Protective Services/Centralized intake, Linkages and Public Guardian

Attachment I—~504 Compliance

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibits "B 1" and "B2," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A1" and "A2."

**3. Payments.**

In full consideration of Contractor's performance of the services described in Exhibits "A1" and "A2" for the Multipurpose Senior Services Program, Adult Protective Services, Linkages, Public Guardian, and the AIDS Waiver/Case Management Program the maximum the County shall be obligated to pay collectively for the period of July 1, 2004 to June 30, 2005 to all Contractors for services is NTh~JHUNDRED FIFTY THOUSAND DOLLARS (\$950,000). County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B 1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June 30, 2007.

This Agreement may be terminated by Contractor, the Health Services Director or his/her designee 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) 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, or (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.**

Contractor shall not 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 County. Any such assignment or subcontract without the county’s prior written consent shall give County 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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 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. 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  
Aging and Adult Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

David Zink  
Rainbow Home Care Services  
62 Lloyd Street  
San Francisco, CA 94117

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

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

ATTEST:

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

Clerk of Said Board

RAINBOW HOME CARE SERVICES

\_\_\_\_\_  
Contractor's Signature

Date: ~hIJ2

Long Form Agreement/Business Associate

## Exhibit "A1"

In consideration of the payments set forth in Exhibit "B 1," Contractor shall provide the following services:

### **DESCRIPTION OF SERVICES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

Contractor shall submit reports to the program supervisor or his/her designee, pursuant to Scope of Work, for Attendant Care; Registered Nurse Care; Homemaker Services; and Psycho-Social Counseling. Contractor shall complete the necessary forms as required by the program supervisor or his/her designee.

Personnel and Work Standards of Contractor shall conform to the requirements of the primary contracts between the County and the State.

Contractor shall maintain records documenting that all staff are free of communicable tuberculosis. Tuberculosis screening must be performed at initial employment and annually thereafter.

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

#### **A. ATTENDANT CARE:**

1. Personal Care - Bathing: Tub, shower, sponge, bed. Lighthousekeeping: Dust, vacuum, iron, mop floors, clean bathroom, dishes. Shopping. Meal Preparation. Hair Care. Shaving. Dressing. Linen change. Laundry. Oral Hygiene. Skin Care. Perineal Care. Catheter Care. Help with ambulation and transfers. Exercises. Emotional Support. Toileting.
2. Copy of an Attendant Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
3. Contractor shall submit documentation of work completed by persons providing attendant care, along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
4. Contractor shall provide an RN one time at least every sixty (60) days to make a supervisory visit with the attendant, complete Biweekly Nursing Attendant Home Care Report, and submit the report to the AIDS Program Supervisor.
5. Contractor personnel, i.e., attendants, prior to being assigned to care for San Mateo County AIDS Case Management Program or AIDS Waiver Program patients/clients, shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall also maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.

7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control, as referenced in Section II of this Exhibit.
8. Contractor shall assure verification in employee personnel file of current Certified Nursing Assistant (CNA) and Home Health Aide (HHA) licensures and maintain licensure and certification requirements at all times during this contract.

**B. REGISTERED NURSE CARE:**

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

**C. HOMEMAKER SERVICES:**

1. Homemaker Services is the range of household services necessary for the maintenance of clients in the home setting to prevent institutionalization when long- or short-term illness and disability require supportive, therapeutic or compensatory services to sustain independent living.
2. Homemaker services include sweeping, vacuuming, washing and waxing floor surfaces; washing kitchen counters and sinks; cleaning the bathrooms; storing food and supplies; taking out garbage; dusting and picking up; cleaning ovens and stoves; cleaning and defrosting refrigerators; changing bed linen; occasional heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt; preparation of meals when required; meal clean-up; routine mending, laundry, ironing, folding and storing clothes on hangers, on shelves or in drawers; reasonable shopping and errands limited to the nearest available stores; services to enable clients to carry out their service plans, such as accompanying clients to medical appointments, reminding clients to take medications and encouraging clients to follow service plans; and on a limited basis, assisting with basic hygiene.

3. Copy of Homemaker Services Worksheet will be left in the home regarding duties to be performed, and a copy of the worksheet will be mailed to the Contractor for their files and for use as a reference when supervisory visits are made.
4. Contractor shall submit documentation of work completed by Homemaker along with billing invoices for each day of service and for each client served. Documentation to include nursing notes and time cards of employees providing service.
5. Contractor personnel, i.e., homemakers, prior to being assigned to care for the AIDS Case Management Program or AIDS Waiver Program patients/clients shall have received a minimum of four (4) hours of education/training in AIDS. Such education/training will include information on the disease, care of the AIDS patient, and infection control measures approved by the Center for Disease Control. Contractor personnel shall maintain licensure and certification requirements at all times during this contract.
6. Contractor representative shall meet with San Mateo County liaison or his/her designee semi-annually, i.e., January and July, to evaluate services and compliance with the agreement.
7. Contractor personnel will employ Universal Infection Control measures approved by the Center for Disease Control.

**D. PSYCHO-SOCIAL COUNSELING:**

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

## **II. UNIVERSAL INFECTION CONTROL MEASURES APPROVED BY THE CENTER FOR DISEASE CONTROL**

### **A. HANDWASHING**

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

### **B. GLOVES**

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

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

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

### **C. PROTECTIVE SMOCKS**

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

### **D. HANDLING OF NEEDLES AND OTHER SHARP INSTRUMENTS**

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

### **E. DISPOSAL OF SUPPLIES**

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

## **F. ENVIRONMENTAL SAFETY**

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

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

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

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

This procedure should be done between patients if a patient is incontinent, has diarrhea, or has open genital lesions. The dishes of the person with AIDS can be cleaned with those of other household members using hot, soapy water. Utensils do not need to be isolated.

Weekly cleaning of the interior surfaces of the refrigerator, as well as of the bathroom fixtures (toilet, shower, and bathtub), will help control the growth of molds or fungi. Routine household cleaning agents can be used.

## **G. PETS**

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

## **H. PREGNANT CAREGIVERS AND AIDS**

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

## **DURABLE MEDICAL EQUIPMENT WITH AIDS**

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

## Exhibit "A2"

In consideration of the payments set forth in Exhibit "B2," Contractor shall provide the following services:

### **DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC GUARDIAN.**

- A. **CHORE (3.1)** is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities include household cleaning, laundry, shopping, food preparation, and household maintenance.
- B. **PERSONAL CARE (3.2)** This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to nonmedical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place. Client instruction in self-care and with meal preparation may also be provided. This service may also include such housekeeping chores as bedmaking, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- C. **HEALTH CARE (3.3)** addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: pharmacists, registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.
- D. **PROTECTIVE SUPERVISION (3.7)** ensures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. This service may include making a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there is no other means for summoning aid.
- E. **PROFESSIONAL CARE ASSISTANCE (3.9)** is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP) (Fund Code 6). PCA is a comprehensive skilled service delivered by a home health aide (I{HA). The specific tasks provided are the same as listed under Personal Care (3.2) above.
- F. **PURCHASED CARE MANAGEMENT (4.3)** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients may request that this service be delivered by another qualified provider under contract or provider agreement with the MSSP site.



- G. RESPITE (5.1, 5.2)** The purpose of respite care is to relieve the client's informal caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.
- H. TRANSPORTATION (6.3 AND 6.4)** these services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or an escort.

Exhibit "B1"

In consideration of the services provided by Contractor in Exhibit "A1," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS**

| <b>Services</b>            | <b>Rates</b> |
|----------------------------|--------------|
| Skilled Nursing Care (RN)  | \$40.57/Hour |
| Skilled Nursing Care (LVN) | \$29.41/Hour |
| Psycho-social Counseling   | \$51.00/Hour |
| Attendant Care             | \$18.90/Hour |
| Homemaker Services         | \$11.56/Hour |

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

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

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

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
Attention: Lillian Lira, Community Program Specialist  
225 ~ Avenue  
San Mateo, CA 94403

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

Exhibit "B2"

In consideration of the services provided by Contractor in Exhibit "A2," County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS AND RATES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND PUBLIC GUARDIAN**

| Code | Unit  | Service                                         | Rate     | Mileage |
|------|-------|-------------------------------------------------|----------|---------|
| 3.1  | Hour  | Chore                                           | \$18.25  |         |
| 3.2  | Hour  | Personal care                                   | \$18.25  |         |
| 3.3  | Visit | Health care – Registered Nurse                  | \$85.00  |         |
|      | Visit | Health care – Licensed Vocational Nurse         | \$70.00  |         |
|      | Visit | Health care – Occupational Therapist            | \$90.00  |         |
|      | Visit | Health care PT                                  | \$90.00  |         |
|      | Visit | Health care ST                                  | \$96.00  |         |
| 3.7  | Hour  | Protective supervision                          | \$18.25  |         |
| 3.9  | Hour  | Professional care assistance                    | \$18.25  |         |
| 4.3  | Month | Case Management-Registered Nurse, M.A.          | \$85.00  |         |
| 5.1  | Hour  | Respite in-home care (3 hours or more)          | \$18.25  |         |
|      | Day   | Respite in-home care 24-hour live-in/heavy care | \$185.00 |         |
|      | Day   | Respite in-home, sleep over 12 hours (night)    | \$140.00 |         |
| 6.3  | Hour  | Transportation-escort                           | \$18.25  | .375    |

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

Invoices shall contain:

1. The title of the program: Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Linkages, or Public Guardian,
2. Names and titles of all personnel for which reimbursement is being requested,
3. Names of clients, dates of service, and hours of services provided, and
4. The signature of approval of the subcontractor's project director or an individual acting in his/her behalf.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County  
 Attention: Lillian Lira, Community Program Specialist  
 225 37<sup>th</sup> Avenue  
 San Mateo, CA 94403

Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.

Attachment I

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

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

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

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

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

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

\_\_\_\_\_  
Name of 504 Person - Type or Print

~ ~ Q  
\_\_\_\_\_  
Name of Contractor(s) - Type or Print

~ ~ ~ ~  
\_\_\_\_\_  
Street Address or **P0 Box**

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: \_\_\_\_\_

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

Address: \_\_\_\_\_ (CO- LS ~ ~ c ~ \* ~

\_\_\_\_\_ ~ \ ~ 9 ~ o ~ 4 ~ \ j ~

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

### II Employees

Does the Contractor have any employees? j/Yes No

Does the Contractor provide benefits to spouses of employees?

### III Equal Benefits Compliance (Check one)

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

### IV Declaration

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

Executed **this** ~ day of \_\_\_\_\_  
L)

20d-at \_\_\_\_\_, C ~  
(City) (State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

**CONTRACT APPROVAL FORM**

TO: Marie Shanks . 573-3495, FAX 573-3729, PONY . AAS 321

FROM: Portor Goltz, County Counsel  
Telephone X 4753, Fax 363-4034, Pony CCO 111

**SUBJECT:** **Agreements with A Warm Embrace, Addus HealthCare, Inc.,  
American CareQuest, Inc., Nurse Providers Plus, Inc.,  
Professional HealthCare At Home and Rainbow Home Care  
Services**

**DATE SUBMITTED:** July 6, 2004

**CONTRACT PERIOD:** July 1, 2004 – June 30, 2007

**CONTRACT AMOUNT AND FUNDING SOURCE:** The total contract amount is \$950,000 collectively from a combination of federal, state, county and client fees

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

**APPROVED BY:**

\_\_\_\_\_  
Th C---  
DEPUTY COUNTY COUNSEL

*ci~*  
\_\_\_\_\_  
DATE

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

**Number of pages faxed**

**DATE:** July 6, 2004  
**TO:** Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony BPS-163  
**FROM:** Marie Shanks - 573-3495, FAX 573-3729, PONY - AAS 321  
**SUBJECT:** Contract Insurance Approval

**CONTRACTOR NAME:** Rainbow Home Care Services

**DO THEY TRAVEL?:** yes

**PERCENT OF THE TIME:** 20%

**NUMBER OF EMPLOYEES:**

**DUTIES (SPECIFIC):** Contractor will provide the Home Health and Attendant Care Services

| <b>COVERAGE:</b>                | Amount | approve | waive | modify |
|---------------------------------|--------|---------|-------|--------|
| Comprehensive General Liability | ___    | ___     | ___   | ___    |
| Motor Vehicle Liability         | ___    | ___     | ___   | ___    |
| Professional Liability          | ___    | ___     |       |        |
| Workers' Compensation           | ___    | ___     |       |        |

REMARKS /

\_\_\_\_\_  
SIGNATURE

7  
\_\_\_\_\_  
DATE C~

ACORD

Pro--F (310) 222-8643
GALEN HAYES INSURANCE AGENCY
3550 SAN PABLO (D.-NRCA) ~ C
EL gOBRA~TE,CA 94903

Dele -rmi/dJl-'-
f12/2~/f14

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

COMPANIES AFFORDING COVERAGE

Company SCOTTSDALE INSURANCE COMPANY
A

Company B

Company C

Company D

if \$urDd

DAVID ZINK
RAINBOW HONE CARE
62 LLOYD STREET
~1..T ~TC~TRC'0

(~ O&117

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

Table with columns: TYPE OF INSURANCE, POLICY NUMBER, POLICY DATE, POLICY EXPIRATION, LIMITS. Includes sections for A - LIABILITY, AUTOMOBILE LIABILITY, EXCESS LIABILITY, and A - PROFESSIONAL LIABILITY.

DESCRIPTION OF ITEMS

DEPT. OF HEALTH SERVICES BOARD OF SUPERVISORS COUNTY OF SAN MATEO & THEIR OFFICERS, AGENTS, EMPLOYEES AND OTHERS ARE NAMED AS CERTIFICATE HOLDER.

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

00:

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