

AMENDMENT I TO THE AGREEMENT
A WARM EMBRACE

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and A WARM EMBRACE (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on October 26, 2004, by Agreement 57000-05-D014 the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contactor to County as set forth in that Original Agreement; and

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

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

1. Section 2, Contract Term, of the Original Agreement is hereby amended to read as follows:

"2. Term and Termination Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 15, 2004 through June 30, 2007.

This Agreement may be terminated by Contractor, Director of the Health Department 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.”

2. Section 3, Payments, of the Original Agreement is hereby amended to read as follows:

“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, Family Caregiver Support, 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, 2005 to June 30, 2006 to all Contractors approved by Resolution 66913 and Agreement 57000-05-D014 for services is NINE HUNDRED SEVENTY THOUSAND DOLLARS (\$970,000). 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.

Maximum Amount. In full consideration of Contractor’s performance of the services described in Exhibits “A1” and “A2,” the amount that County shall be obligated to pay collectively under a single resolution for services rendered under this Agreement shall not exceed ONE MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$1,940,000) for the contract term July 1, 2004 through June 30, 2007.”

3. Exhibit “A2,” I. DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES, FAMILY CAREGIVER SUPPORT AND PUBLIC GUARDIAN is revised and incorporated herein as Exhibit “A2” as attached.

4. Exhibit “B2,” I. PAYMENTS AND RATES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED

INTAKE, LINKAGES, FAMILY CAREGIVER SUPPORT AND PUBLIC GUARDIAN is revised and incorporated herein as Exhibit "B2" as attached:

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

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

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of A WARM EMBRACE be amended accordingly.

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

COUNTY OF SAN MATEO

A WARM EMBRACE

By: _____
President, Board of Supervisors

By:  _____

Date: _____

Date: 6-29-05 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

Exhibit "A2"

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

I. DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES, FAMILY CAREGIVER SUPPORT 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 "B2"

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

I. RATES

**MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/
CENTRALIZED INTAKE, LINKAGES AND FAMILY CAREGIVER SUPPORT**

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	\$185.00	
	Day	Respite in-home, sleep over 12 hours (night)	\$140.00	
6.3	Hour	Transportation-escort	\$18.25	.375

PUBLIC GUARDIAN

Public Guardian Services are to be supervised and assessed by a registered nurse. The nurse will make an initial visit to determine the appropriate level of care and establish the care plan.

Additional nursing services included with caregiver:

- In-home nursing assessment,
- Periodic supervisory nursing visits,
- Consultation with client's primary physician and specialist,
- Filling med box (2 times per month and as needed),
- Confirming medical appointments and any follow up appointment,
- Implementation of medical orders or changes, including medication orders and lab work,
- Arranging transportation to and from doctors' appointments and other approved outings, and
- Reporting to the deputy public guardian regarding patient condition, medical appointments, household issues and coordination of services.

Unit	Service	Rate	Mileage	Holiday Rate
Hour	Caregiver (min. 4 hours)	\$18.25		\$26.00
Visit	Initial Nurse Assessment	\$42.00		\$60.00
Day	24-hour live-in Caregiver/heavy care	\$250.00		\$350.00
Day	24-hour live-in Caregiver base rate	\$210.00		\$300.00
Day	Sleepover Caregiver 12 hours (night)	\$180.00		\$250.00
Visit	Transportation (2 hours or less)	\$40.00	.375	\$55.00
Hour	Transportation (More than 2 hours)	\$20.00	.375	\$28.00

There is no overtime charge for shifts greater than 8 hours.

Holiday rates are for the following holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

II. PAYMENTS

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, Public Guardian, or Family Caregiver Support,
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 or in part under this contract. Supplementation of existing rates from other funding sources is not allowable under current regulations.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: A WARM EMBRACE, LLC
Contact Person: LISA REESE / CAMILLE BROOKS
Address: 4847 HOPKINSON RD, STE 4-195
PLEASANTON, CA 94588
Phone Number: 800-620-3773
Fax Number: 925-417-8977

II Employees

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

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Lisa Reese
Signature

Title

LISA REESE
Name (Please Print)

6-29-05
Date



American Alternative Insurance Corporation

STATUTORY HOME OFFICE
1013 Centre Road
Wilmington, DE 19805

ADMINISTRATIVE OFFICE
555 College Road East
Princeton, New Jersey, 08543-5241
(800) 305-4954

THIS IS A CLAIMS-MADE POLICY. PLEASE READ IT CAREFULLY.

HOSPICE AND HOME HEALTH CARE LIABILITY POLICY

DECLARATION

POLICY NO. VH-HL-2002471-0/000

1. NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

A WARM EMBRACE, LLC
4900 HOPYARD ROAD, STE 100
PLEASANTON CA 94588

Glatfelter Underwriting Services
183 Leader Heights Road
PO Box 2726
York, PA 17405

2. POLICY PERIOD: From 03/15/2005 to 03/15/2006 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

3. Form of Insured's Business: OTHER
LLC

4. Limits of Liability:

Coverage A.

Professional Liability: 1,000,000 Each Medical Incident Limit
3,000,000 Aggregate Limit

Coverage B.

General Liability: 1,000,000 Each Occurrence Limit
1,000,000 Personal & Advertising Injury Limit
1,000,000 Products & Completed Operations
1,000,000 Fire & Water Damage Limit
3,000,000 Aggregate Limit

Coverage C.

Medical Payments: 50,000 Each Person Limit
500,000 Each Accident Limit

Non-Owned & Hired Auto: 1,000,000 Each Accident Limit

5. Deductible:

Coverage A.

Professional Liability: NONE Each Medical Incident

Coverage B.

General Liability: NONE Each Occurrence



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6. Retroactive Dates:
Coverage A.
Professional Liability: 03/15/2005

Coverage B.
General Liability: 03/15/2005

ESTIMATED PREMIUM \$4,390.00
CALIFORNIA SURCHARGE

TOTAL PREMIUM \$4,390



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DECLARATION

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8. FORMS AND ENDORSEMENTS

APPLYING TO POLICY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

VLCW01 (05-96)	HIL003 (01-01)	HGL001 (01-01)	HGL012 (01-01)	HGL013 (01-01)	HGL017 (01-01)
HGL018 (01-01)	HGL014 (01-01)	HGL103 (01-01)	HGLC20 (01-01)	CG2170 (11-02)	HGL015 (01-01)
HGL032 (02-02)	HGL007 (01-01)				

This policy is issued to a Participating Member of the NHO Purchasing Group, Inc. which is a purchasing group established pursuant to the 1986 Risk Retention Act, as amended.

These Declarations, together with the coverage form and forms and endorsements, if any issued to form a part thereof, complete the above policy number.

COUNTERSIGNED AT: _____

DATE: _____

BY: _____

AUTHORIZED REPRESENTATIVE

STATE
COMPENSATION
INSURANCE
FUND

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SEPTEMBER 17, 2004

POLICY NUMBER: **1804161 - 04**
CERTIFICATE EXPIRES: **9-1-05**

AGING & ADULT SERVICES
ATTN: MARIE PLACE SHANKA
225 37TH AVE
SAN MATEO CA 94588

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.

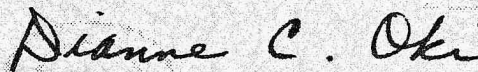
This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN 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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

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

EMPLOYER

A WARM EMERACE LLC
4900 HOPEYARD RD STE 100
PLEASANTON CA 94588