

FIRST AMENDMENT TO THE AGREEMENT WITH
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"),

W I T N E S S E T H:

WHEREAS, on September 14, 2004 by Resolution 66913, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

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

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

1. 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 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 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."

2. 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.

3. 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.

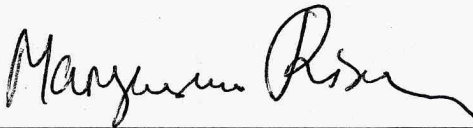
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of AMERICAN CAREQUEST, INC., be amended accordingly.

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

AMERICAN CAREQUEST, INC.

By: _____
Richard Gordon
President, Board of Supervisors

By: 
Margarita Riskin
President

Date: _____

Date: 7/12/05

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:

American Care Quest, Inc

Contact Person:

ERIC LEVSKY

Address:

1426 Fillmore Stn # 210

SAN FRANCISCO, CA 94115

Phone Number:

415 885 9100

Fax Number:

415 885 9107

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.

Manzanita Riskin
Signature

Manzanita Riskin
Name (Please Print)

President
Title

7/12/05
Date

CERTHOLDER COPY

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-11-2005

 GROUP:
 POLICY NUMBER: 1780352-2005
 CERTIFICATE ID: 3
 CERTIFICATE EXPIRES: 04-01-2006
 04-01-2005/04-01-2006

**SAN MATEO COUNTY -AGING AND ADULT SERVICES
 225-37TH AVENUE
 SAN MATEO CA 94403**

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

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 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 policy 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 to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.
ENDORSEMENT #1600 - MARGARITA RISKIN PRESIDENT - EXCLUDED.
ENDORSEMENT #1600 - ERIC LEVSKY SEC - EXCLUDED.
ENDORSEMENT #1600 - MASHA RYDAKOV TRES - EXCLUDED.
ENDORSEMENT #1600 - SIMA GRUNINA DIRECTOR - EXCLUDED.
ENDORSEMENT #1600 - WILLIAM SHELTON VP - EXCLUDED.
ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-11-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

**AMERICAN CAREQUEST, INC DBA: AMERICAN CAREQUEST, INC NA
 1426 FILLMORE ST STE 210
 SAN FRANCISCO CA 94115**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

08/14/04

PRODUCER
 619-460-6863
 DALE HULL INSURANCE
 P. O. BOX 191220
 SAN DIEGO, CA 92159

INSURED
 AMERICAN CAREQUEST, INC.
 3921 GEARY BLVD., #202
 SAN FRANCISCO, CA 94118

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

INSURERS AFFORDING COVERAGE

INSURER A: AMERICAN ALTERNATIVE INS CORP
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HL2001937-01	8/12/04	8/12/05	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	HL2001937-01	8/12/04	8/12/05	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL	HL2001937-01	8/12/04	8/12/05	SAME LIMITS AS SHOWN ABOVE FOR GENERAL LIABILITY

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

THIS IS A REVISION OF THE 8/13/2004 CERTIFICATE OF INSURANCE.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SAN MATEO COUNTY
 AGING & ADULT SERVICES
 ATTN: MARIE SHANKS
 225 37TH AVENUE
 SAN MATEO, CA 94403

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

AUTHORIZED REPRESENTATIVE