

FIRST AMENDMENT TO THE AGREEMENT WITH
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"),

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.

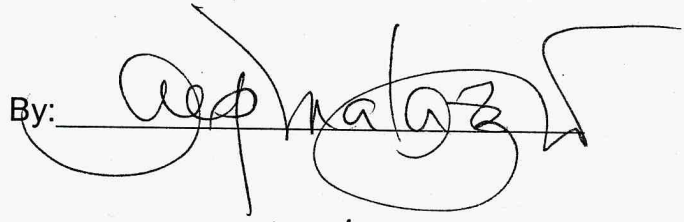
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of NURSING RESOURCES be amended accordingly.

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

NURSING RESOURCES

By: _____
Richard Gordon
President, Board of Supervisors

By:  _____

Date: _____

Date: 6/27/2005

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: Alp Malazgirt
Contact Person: same as above
Address: 39111 Paseo Padre Parkway, suit 319
Fremont, CA 94538
Phone Number: 510.745.7878 EXT: 110
Fax Number: 510.745.7902

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.

[Signature]
Signature
[Title]
Title

ALP MALAZGIRT
Name, (Please Print)
6/27/2005
Date

04/18/2005 08:49 FAX 925 934 3278

HEFFERNAN INS

002/009

04/15/2005 08:08 FAX

002

Insurance Binder	
Named Insured:	Temp Care, LLC dba Nursing Resources
Address:	39111 Paseo Padre Parkway, Suite 319 Fremont, CA 94538
Producer:	Heffernan Insurance Brokers
Policy Number:	CRL121219
Coverage:	Primary Allied Health Professional Liability - Claims Made Primary Allied Health General Liability - Occurrence
Issuing Company	ACE American Insurance Company
Policy Period	4/16/05 to 4/16/06
Retroactive Date:	4/16/04
Deductible:	\$5,000
Premium Due:	30 days from the effective date of the policy
Reporting Endorsement Period Availability:	A supplemental extended reporting period is available upon written request within 60 days of the expiration date for an additional premium.
Remit Payment:	NewMarkets Insurance Agency P.O. Box 8500-1991 Philadelphia, PA 19178-1991 (The nine-digit zip code must be used)
Claim Reporting:	ACE Medical Risk Attn: Vice President of Claims 140 Broadway 40 th Floor New York, NY 10005 (646) 458-6957
Professional Liability	
General Aggregate:	\$3,000,000.
Each Occurrence:	\$1,000,000.
Personal and Advertising Injury:	Included.
Physical and Sexual Abuse Defense Only:	\$100,000.
Licensing Board Defense Aggregate:	\$10,000.
Licensing Board Defense Each Occurrence:	\$5,000.
General Liability	
General Liability Aggregate:	\$3,000,000.
General Liability Each	\$1,000,000.

04/18/2005 08:49 FAX 925 934 3278

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003/009

04/15/2005 08:08 FAX

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Occurrence:	
Host Liquor Liability:	Included.
Fire and Water Damage:	\$100,000.
Medical Expense Coverage	
Aggregate:	\$100,000.
Per Person:	\$2,000.
Additional Payments	
First Aid Aggregate:	\$2,500.
Assault Coverage Aggregate:	\$5,000.
Defendant's Reimbursement Per Incident:	\$10,000.
Defendant's Reimbursement Per Day:	\$500.
Deposition Fees and Expenses Per Deposition:	\$5,000.
Damage to Property of Others Aggregate:	\$5,000.
Damage to Property of Others Each Occurrence:	\$500.
Exclusions	
Employment Practices	
Acts of Physicians	
State Surcharges (if applicable)	
<input type="checkbox"/> KY Surcharge:	\$
<input type="checkbox"/> NJ PLIGA Surcharge (1.75%):	\$
<input type="checkbox"/> WV Surcharge (1%):	\$
Premium	
The premium listed below does not include any applicable excess and surplus lines taxes and/or fees.	
Professional Liability:	\$10,360
General Liability:	\$303
Total Annual Premium:	\$10,663

04/18/2005 08:50 FAX 925 934 3278

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COVERAGES/ENDORSEMENTS/EXCLUSIONS: The titles and headings are for convenience only. Please refer to the policy and endorsements for a description of coverage.

- Allied Health Professional & Supplemental Liability Policy, Claims Made (2001) - PF10680
- Signature Endorsement (04/2002) - CC1K11D
- Policyholder Notice Disclosure of Terrorism Insurance Coverage (applicable state form)
- Deductible Endorsement (09/1999) PF8Y15
- Changes - Cancellation & Nonrenewal (if applicable)
- Amendatory Endorsement (if applicable)
- Other State Notices/Endorsements (where applicable)
- Filing General Change Endorsement (06/1986) CC3R19 [Per Underwriter]

ADDITIONAL INFORMATION

1. Coverage for acts of terrorism is not specifically excluded under this insurance policy due to the Terrorism Risk Insurance Act of 2002. We are providing you with the terrorism coverage required by the Act at no additional premium. If terrorism coverage is to be rejected, please notify us in writing and the TRIAS will be attached to the policy.
2. This binder is valid for 30 days

From: Linda Bowers At: Heffernan Insurance Brokers FaxID: 925-934-8278 To: Leslie

Date: 07/18/05 11:32 AM Page: 2 of 2

ACORD INSURANCE BINDER

OP ID 16

DATE

07/18/05

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER
PHONE (A/C, No, Ext): 925-934-8500
925-934-8278

COMPANY
STATE COMPENSATION INS. FUND
BINDER # 34722

(WC) Heffernan Insurance Bkrs
1350 Carlback Ave, Suite 200
Walnut Creek CA 94596

DATE EFFECTIVE TIME EXPIRATION DATE TIME
07/01/05 12:01 X PM 10/01/05 X 12:01 AM

AGENCY CUSTOMER ID: TEMPCAR
INSURED

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # 169189205

TempCare, LLC
DBA: Nursing Resources
39111 Paseo Padre Pkwy Ste 319
Fremont CA 94538

DESCRIPTION OF OPERATION/VEHICLES/PROPERTY (Including Location)

COVERAGES

TYPE OF INSURANCE	CAUSES OF LOSS	COVERAGE/FORMS	LIMITS		
			DEDUCTIBLE	COINS %	AMOUNT
PROPERTY	BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input type="checkbox"/>				
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>		EACH OCCURRENCE	\$	
			FIRE DAMAGE (Any one fire)	\$	
			MED EXP (Any one person)	\$	
			PERSONAL & ADV INJURY	\$	
			GENERAL AGGREGATE	\$	
			PRODUCTS - COMPROP AGG	\$	
AUTOMOBILE LIABILITY	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE	COMBINED SINGLE LIMIT	\$	
			BODILY INJURY (Per person)	\$	
			BODILY INJURY (Per accident)	\$	
			PROPERTY DAMAGE	\$	
			MEDICAL PAYMENTS	\$	
			PERSONAL INJURY PROT	\$	
			UNINSURED MOTORIST	\$	
AUTO PHYSICAL DAMAGE	COLLISION <input type="checkbox"/> OTHER THAN COL <input type="checkbox"/>	ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/>	ANNUAL CASH VALUE		
			STATED AMOUNT	\$	
			OTHER		
GARAGE LIABILITY	ANY AUTO		AUTO ONLY - EA ACCIDENT	\$	
			OTHER THAN AUTO ONLY		
			EACH ACCIDENT	\$	
			AGGREGATE	\$	
EXCESS LIABILITY	UMBRELLA FORM OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE	EACH OCCURRENCE	\$	
			AGGREGATE	\$	
			SELF-INSURED RETENTION	\$	
			W/ STATUTORY LIMITS		
			E L EACH ACCIDENT	\$1000000	
			E L DISEASE - EA EMPLOYEE	\$1000000	
			E L DISEASE - POLICY LIMIT	\$1000000	
			FEES	\$	
			TAXES	\$	
			ESTIMATED TOTAL PREMIUM	\$	
SPECIAL CONDITIONS/ OTHER COVERAGES					

NAME & ADDRESS

MORTGAGEE
LOSS PAYEE
LOAN #

ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE
[Signature]