

**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";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Home Health and Attendant Care Services to clients of Aging and Adult Services.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included 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, Family Caregiver Support 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, Family Caregiver Support and Public Guardian

Attachment H—HIPAA Business Associate requirements

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, and 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 consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A1 and A2, County shall

make payment to Contractor based on the rates and in the manner specified in Exhibits B1 and B2. The maximum the County shall be obligated to pay collectively for the period of July 1, 2007 through June 30, 2008 to all Contractors for services is NINE HUNDRED SEVENTY THOUSAND DOLLARS (\$970,000). 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, 2007 through June 30, 2010.

This Agreement may be terminated by Contractor, the Health Department 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, (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 Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division 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 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 and Other Requirements**

- 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 Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days

of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) 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.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

**15. 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.

**16. Notices**

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

**In the case of County, to:**  
Heather Ledesma  
Aging and Adult Services  
225 37<sup>th</sup> Avenue

San Mateo, CA 94403

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

Masha Rudakov  
American CareQuest, Inc.  
1426 Fillmore Street, Ste. 210  
San Francisco, CA 94115

**17. Certification.**

Contractor certifies that to the best of his knowledge and belief if) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**18. Vendor Appeal Procedure**

In the event of dispute regarding a decision or action taken by San Mateo Multipurpose Senior Services Program (MSSP), San Mateo County and Vendor shall abide by the following procedure:

- A. Vendor should first discuss the problem informally with the MSSP Supervisor. If the problem remains unresolved, the Vendor shall submit to the MSSP Supervisor a written complaint describing the subject of the grievance and any desired solution, including any other appropriate documentation. The address for submission of the complaint is 225 37<sup>th</sup> Avenue, San Mateo, CA 94403. The MSSP Supervisor shall respond in writing within ten (10) working days after receipt of the Vendor's written complaint.
- B. If the Vendor is not satisfied with the MSSP Supervisor's response, the Vendor shall notify the MSSP Site Director within ten days of the receipt of the MSSP Supervisor's response. The address is 225 37<sup>th</sup> Avenue, San Mateo, CA 94403. The Site Director shall respond within ten (10) working days after receipt of the Vendor's correspondence.
- C. If the problem still remains unresolved and the Vendor is not satisfied with the decision of the MSSP Site Director, the Vendor may appeal the decision to:

California Department of Aging (CDA)  
Medi-Cal Services Branch  
1300 National Drive  
Sacramento, California 95834

The appeal must be submitted in writing within ten working days from the date of receipt of the MSSP Site Director's decision. It should state why the decision is unacceptable and include the original complaint, all site decisions and all supporting documents. CDA will have final authority for resolution of all grievances.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President, Board of  
Supervisors, San Mateo County

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

ATTEST:

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

AMERICAN CAREQUEST, INC.

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

Date: 6/07/07

Long Form Agreement/Business Associate v 6/28/06

## Exhibit A1

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

### **I. 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 Psychotherapy. 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 – Assisting individuals with personal hygiene (i.e., skin, mouth, hair care and bathing). Turning in bed and other types of repositioning. Assistance to the bathroom or in using commodes, bedpans, or urinals. Assisting with prescribed range of motion exercise that individuals and aides have been taught by appropriate health personnel. Preparing meals, including therapeutic diets, and assisting individuals with eating. Performing household services that will facilitate the individual's self-care at home and are necessary to postpone institutionalization. These must be incidental to the performance of care and not be the major responsibilities of the attendant. Performing other activities commonly taught to caregivers by a health professional for a specific individual. These may include services such as changing colostomy bags, changing of non-sterile dressing, taking of vital signs, and non-sterile bowel and bladder hygiene care. Reporting changes in the individual's condition and needs to the supervising nurse, therapist, or physician. Completing records regarding services performed.
2. Case Manager will fax a copy of an Attendant Worksheet to the Contractor for their files and for use as a reference when attendant supervisory visits are made. A copy of the faxed Attendant Worksheet will be left in the home for the Attendant regarding duties to be performed.

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 is 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. PSYCHOTHERAPY:**

1. Psychotherapy is provided by a Psychotherapist.
2. A Psychotherapist is:
  - a. An individual licensed by the State of California as a Licensed Clinical social Worker (LCSW) or a Clinical Psychologist; an individual licensed as a Marriage and Family Therapist (MFT); or a nurse with a Master's Degree designated as a Psychiatric and Mental Health Clinical Nurse Specialist or a Psychiatric and Mental Health Nurse Practitioner; or
  - b. An individual with a Master's Degree in Social Work (MSW) who is license eligible (registered as an Associate Clinical Social Worker (ACSW) with the State of California Board of Behavioral Sciences Examiners; an individual with a Master's Degree in Clinical Psychology or Counseling Psychology who is license eligible (registered with the board of Behavioral Sciences Examiners).
  - c. For those individuals in (b.) above, supervision must be provided by the appropriately licensed individual as approved by the Board of Behavioral Sciences Examiner.
3. Accept referrals for Psychotherapy from County for requested service.
4. The Psychotherapist may provide ongoing therapy to clients, either individually, or with life partners and family, however broadly defined, with regard to the psychological adjustment to living with HIV/AIDS.

5. The Psychotherapist may also provide therapy to caregivers of clients with end-stage AIDS. This service may be provided with or without the client present.
6. Services may also include information and referral, as well as group and family therapy with the client.
7. The Psychotherapist does not perform any case management activities under the CMP and MCWP.
8. Maintain records and reports to the extent required by state and federal laws.
9. Ensure current licensing information is maintained in employee's personnel file at all times.
10. 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.
11. 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.
12. 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.

## **I. 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

**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 (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the Elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.
- B. PERSONAL CARE (3.2)** This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL). These tasks are limited to nonmedical personal services: 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 (e.g. transferring). 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, speech therapists, and other health professionals specific to the identified need of the client.
- 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.

- 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. The HHA works under the supervision of a registered nurse employed by a home health agency.
- 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:

### RATES FOR THE AIDS WAIVER AND CASE MANAGEMENT PROGRAMS

| Service                    | Rate         |
|----------------------------|--------------|
| Skilled Nursing Care (RN)  | \$40.57/Hour |
| Skilled Nursing Care (LVN) | \$29.41/Hour |
| Psychotherapy              | \$51.00/Hour |
| Attendant Care             | \$18.90/Hour |
| Homemaker Services         | \$11.56/Hour |

Providers of services for the AIDS program 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 psychotherapy.

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: Lynne Blazer, 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. RATES THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES AND FAMILY CAREGIVER SUPPORT

| Code (MSSP) | Service                                          | Unit  | Rate     | Holiday  | Mileage |
|-------------|--------------------------------------------------|-------|----------|----------|---------|
| 3.1         | Chore                                            | Hour  | \$19.00  | \$27.00  |         |
| 3.2         | Personal care                                    | Hour  | \$19.00  | \$27.00  |         |
| 3.3         | Health care – RN                                 | Visit | \$85.00  |          |         |
|             | Health care – LVN                                | Visit | \$70.00  |          |         |
|             | Health care – OT                                 | Visit | \$90.00  |          |         |
|             | Health care PT                                   | Visit | \$90.00  |          |         |
|             | Health care ST                                   | Visit | \$96.00  |          |         |
| 3.7         | Protective Supervision                           | Hour  | \$19.00  | \$27.00  |         |
| 3.9         | Professional Care Assistance                     | Hour  | \$19.00  | \$27.00  |         |
| 4.3         | Care Management-Registered Nurse (MSSP only)     | Visit | \$85.00  |          |         |
| 5.1         | Respite in-home care (3 hours or more)           | Hour  | \$19.00  | \$27.00  |         |
|             | In-home care, sleep over 12 hours (night)        | Day   | \$180.00 | \$250.00 |         |
|             | 24-Hour live-in Caregiver Level I (Basic Care)   | Day   | \$210.00 | \$300.00 |         |
|             | 24-Hour live-in Caregiver Level II (Medium Care) | Day   | \$230.00 | \$330.00 |         |
|             | 24-Hour live-in Caregiver Level III (Heavy Care) | Day   | \$250.00 | \$350.00 |         |
| 6.3         | Transportation-escort                            | Hour  | \$19.00  | \$27.00  | .485    |

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. RATES 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.

| Service                               | Unit  | Rate     | Mileage | Holiday Rate |
|---------------------------------------|-------|----------|---------|--------------|
| Caregiver (min. 4 hours)              | Hour  | \$19.00  |         | \$27.00      |
| Initial Nurse Assessment              | Visit | \$85.00  |         |              |
| Sleepover Caregiver 12 hours (night)  | Day   | \$180.00 |         | \$250.00     |
| 24-hour live-in Caregiver base rate   | Day   | \$210.00 |         | \$300.00     |
| 27-hour live-in Caregiver/medium care | Day   | \$230.00 |         | \$330.00     |
| 24-hour live-in Caregiver/heavy care  | Day   | \$250.00 |         | \$350.00     |
| Transportation (2 hours or less)      | Visit | \$40.00  | .485    | \$55.00      |
| Transportation (More than 2 hours)    | Hour  | \$20.00  | .485    | \$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    |

### **III. PAYMENTS FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, LINKAGES, FAMILY CAREGIVER SUPPORT AND PUBLIC GUARDIAN**

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, Family Caregiver Support, 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: Lynne Blazer, 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. Supplementation of existing rates from other funding sources is not allowable under current regulations.

**Attachment H**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

#### Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

### Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

### Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

ATTACHMENT

**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 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.

Rudakov, Masha

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

1426 Fillmore St. #210

Street Address or P.O. Box

San Francisco, CA 94115

City, State, Zip Code

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

Masha Rudakov

Signature

Director

Title of Authorized Official

6/07/07

Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

|                  |                                                           |        |                |
|------------------|-----------------------------------------------------------|--------|----------------|
| Contractor Name: | American CareQuest, Inc.                                  | Phone: | (415) 885-9100 |
| Contact Person:  | Marsha Rudakov                                            | Fax:   | (415) 885-9107 |
| Address:         | 1426 Fillmore Street, Ste. 210<br>San Francisco, CA 94115 |        |                |

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
  - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

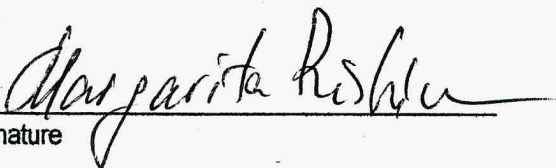
- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**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

July 11th, 2007

Date

Margarita Riskin  
Name  
Executive Director  
Title

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/7/2006

PRODUCER

LAN INSURANCE AGENCY  
25 Lake Murray Blvd  
La Mesa, CA 91942  
(619) 465-3623

INSURED

AMERICAN CARE QUEST INC  
MARGUERITA  
1426 FILLMORE ST #210  
SAN FRANCISCO, CA 94115  
415 885 9100

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

NAIC#

INSURER A: AMERICAN ALTERNATIVE

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.

| VER ADDL<br>TR INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                     | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                            |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A X                  | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR                                                                | HL2001937     | 8/12/06                             | 8/12/07                              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 50,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ |
|                      | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                                                                                       |               |                                     |                                      |                                                                                                                                                                                                                                   |
|                      | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |               |                                     |                                      | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
|                      | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                 |               |                                     |                                      | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EAACC \$<br>AGG \$                                                                                                                                                            |
|                      | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE<br><input type="checkbox"/> DEDUCTIBLE<br>RETENTION \$                                                                                |               |                                     |                                      | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$                                                                                                                                                                              |
|                      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                                |               |                                     |                                      | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                         |
| X                    | PROFESSIONAL LIA                                                                                                                                                                                                                      | HL2001937     | 8/12/06                             | 8/12/07                              | \$1,000,000                                                                                                                                                                                                                       |

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

## CERTIFICATE HOLDER

NAMED AS AN ADDITIONAL INSURED  
WORK OPTIONS GROUP

415 885 9107

## CANCELLATION

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.

AUTHORIZED REPRESENTATIVE



American Alternative Insurance Corporation

Policy Number  
VH-HG-3050583-01/000

# SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured AMERICAN CAREQUEST, INC

Effective Date: 08-12-06

Agency Name Glatfelter Insurance Services, Inc.

12:01 A.M., Standard Time

## COMMON POLICY FORMS AND ENDORSEMENTS

### PROFESSIONAL LIABILITY FORMS AND ENDORSEMENTS

|          |       |                                          |
|----------|-------|------------------------------------------|
| CG 21 70 | 11-02 | CAP ON LOSSES FROM CERTD ACTS OF TERR    |
| HGL101   | 02-05 | HOSPICE & HOME HEALTHCARE (CLAIMS MADE)  |
| HGL102   | 02-05 | LEGAL EXPENSE REIMBURSEMENT COVERAGE     |
| GGL300   | 01-05 | MOBILE EQUIP SUBJECT/MOTOR VEHICLE LAWS  |
| HGL320   | 05-05 | AMENDATORY ENDORSEMENT                   |
| HGLCA1   | 02-05 | CA CHANGES - CANCELLATION AND NONRENEWAL |
| HGL302   | 08-05 | HIRED AUTO AND NON-OWNED AUTO LIABILITY  |
| HGL305   | 02-05 | EMPLOYEE BENEFITS LIABILITY COVERAGE     |
| HGL307   | 02-05 | ADDIT'L INSRD-DESIGNATED PERSON/ORGANIZA |
| HGL308   | 02-05 | ADDITIONAL INSURED - LESSOR              |

### POLICYHOLDER NOTICES FORMS AND ENDORSEMENTS

CERTHOLDER COPY

NA

**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 06-13-2007

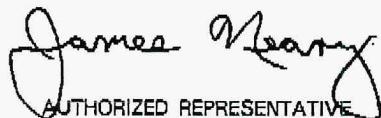
GROUP:  
POLICY NUMBER: 1780352-2007  
CERTIFICATE ID: 5  
CERTIFICATE EXPIRES: 04-01-2008  
04-01-2007/04-01-2008SAN MATEO COUNTY AGING AND ADULT SERVICE NA  
225 37TH AVE  
SAN MATEO CA 94403-4324

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 #1800 - MARGARITA RISKIN PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - ERIC LEVSKY SEC - EXCLUDED.

ENDORSEMENT #1600 - MASHA RYDAKOV TRES - EXCLUDED.

ENDORSEMENT #1600 - SIMA GRUNINA DIRECTOR - EXCLUDED.

ENDORSEMENT #1800 - WILLIAM SHELTON VP - EXCLUDED.

ENDORSEMENT #2095 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2008 IS  
ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

AMERICAN CAREQUEST, INC  
1428 FILLMORE ST STE 210  
SAN FRANCISCO CA 94115

NA

# CONTRACT INSURANCE APPROVAL

DATE: May 16, 2007

TO: Faiza Steele  
PHONE: 363-4610 FAX: 363-4864 PONY: HRD 163

FROM: Marie Shanks, Aging and Adult Services  
PHONE: 573-3495 FAX: 573-3729 PONY: AAS321

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: American CareQuest, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? ~~yes~~ **NO**

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: more than 15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Contractor will provide home health and attendant, including transportation. Contractor does not provide nursing services.

The following will be completed by Risk Management:

| INSURANCE COVERAGE:             | Amount    | Approve                             | Waive                               | Modify                   |
|---------------------------------|-----------|-------------------------------------|-------------------------------------|--------------------------|
| Comprehensive General Liability | \$1 mil   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| Motor Vehicle Liability         | \$1 mil   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| Professional Liability          |           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Workers' Compensation           | statutory | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |

REMARKS/COMMENTS:

Faiza Steele  
Faiza Steele  
Risk Management Analyst

5/16/07  
Date

County Counsel Review Form

10:30 AM  
Fax 5/16 ms

Date: May 16, 2007  
To: Portor Goltz, Deputy County Counsel  
Phone 363-4753 FAX 4034  
From: Marie Shanks, Administrative Assistant II  
Phone: 573-3495 FAX: 573-3729  
Subject: Agreement Review and Approval

Contractor: Addus HealthCare Inc./American CareQuest, Inc./Medical Care Professionals/Nurse Providers (all agreements are approved under one resolution)

Maximum Amount: \$970,000 collectively under one resolution

Rate of Payment:

☐ No changes on the standard agreement form

☒ The following sections have been changed on the "standard" agreement:

| Section No. & Title        | Approved As Is<br>[For County Counsel Use Only] | Modifications Required<br>[For County Counsel Use Only] |
|----------------------------|-------------------------------------------------|---------------------------------------------------------|
| 17 Certification           |                                                 |                                                         |
| 18 Vendor Appeal Procedure |                                                 |                                                         |
|                            |                                                 |                                                         |
|                            |                                                 |                                                         |

**Modifications** (Please specify modifications to be made below. Use additional paper if needed.):

Addition of sections mentioned about to the standard contract template.

☐ Approve Agreement/Exhibits/Attachments

☐ Approve Agreement/Exhibits/Attachments with the modifications that have been described

  
Signature  
approved  
by Portor Goltz  
phone call 7/15/07  
Date 7/15/07