

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

THIS AMENDMENT TO THE 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, the parties entered into an Agreement for the purpose of providing Home Health and Attendant Care Services to clients of Aging and Adult Services on August 14, 2007 by Resolution 68921 for the term July 1, 2007 through June 30, 2010; in the collective amount of \$970,000 for FY 2007-08; and

WHEREAS, the parties wish to amend the Original Agreement for the continuation of services by increasing the collective amount by \$800,000 for Fiscal Year 2008-09 for a total amount of \$1,770,000 for all Agreements under one Resolution:

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

1. Section 3. of the Original Agreement is amended to read as follows:

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 Amendment One, the maximum the County shall be obligated to pay collectively for the period of July 1, 2008 to June 30, 2009 to all Contractors approved by Resolution 68921 for services is EIGHT HUNDRED THOUSAND DOLLARS (\$800,000). County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B1 and B2 Amendment One. 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 Amendment One, the amount that County shall be obligated to pay collectively under a single resolution for services rendered under this Agreement shall not exceed ONE MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS (\$1,770,000) for the contract term July 1, 2007 through June 30, 2010.

2. Exhibit A2 and Exhibit B2 of the Agreement are deleted and replaced and incorporated here in as Exhibit A2 Amendment One and Exhibit B2 Amendment One as attached.
3. **All other terms and conditions of the Agreement dated August 14, 2007, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

By: _____
Adrienne Tissier, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

AMERICAN CAREQUEST, INC.

Contractor's Signature

Date: _____

Exhibit A2 Amendment One

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

- I. **DESCRIPTION OF SERVICES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, HEALTHIER OUTCOMES THROUGH MULTI-DISCIPLINARY ENGAGEMENTS, LINKAGES, AND PUBLIC GUARDIAN**
 - A. **CHORE (3.1)** is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities include household cleaning, laundry (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 (PCA) (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 B2 Amendment One

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

I. RATES FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, HEALTHIER OUTCOMES THROUGH MULTI-DISCIPLINARY ENGAGEMENTS, AND LINKAGES

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.

The maximum charge for reimbursement for a client refusing or not being available for services is no greater than one hour.

Holiday rates are for the following holidays:

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

II. RATES FOR THE 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
24-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.

The maximum charge for reimbursement for a client refusing or not being available for services is no greater than one hour.

Holiday rates are for the following holidays:

New Years Day
 Memorial Day
 Independence Day

Labor Day
 Thanksgiving Day
 Christmas Day

III. PAYMENTS FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM, ADULT PROTECTIVE SERVICES/CENTRALIZED INTAKE, HEALTHIER OUTCOMES THROUGH MULTI-DISCIPLINARY ENGAGEMENTS, LINKAGES, 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:

- A.** The title of the program: Multipurpose Senior Services Program, Adult Protective Services/Centralized Intake, Healthier Outcomes through Multi-Disciplinary Engagements, Linkages, or Public Guardian
- B.** Names and titles of all personnel for which reimbursement is being requested.
- C.** Names of clients, dates of service, and hours of services provided, and
- D.** 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: Maria Ochoa, 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.