AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MEDICAL CARE PROFESSIONALS

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of

_____, 20_____, by and between the COUNTY OF SAN MATEO,

hereinafter called "County," and MEDICAL CARE PROFESSIONALS, 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 amended the Original Agreement on June 17, 2008 by Resolution 69497 increasing the collective amount by $800,000 for a total of $1,770,000 and replacing Exhibit A2 and Exhibit B2 with Exhibit A2 Amendment One and Exhibit B2 Amendment One for all Agreements under one Resolution; and

WHEREAS, the parties wish to further amend the Original Agreement for the continuation of services by increasing the collective amount by $800,000 for Fiscal Year 2009-10 for a total amount of $2,570,000 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, 2009 to June 30, 2010 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 Two. The

County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

<u>Maximum Amount</u> 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 TWO MILLION FIVE HUNDRED SEVENTY THOUSAND DOLLARS ($2,570,000) for the contract term July 1, 2007 through June 30, 2010.

2. **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:_____
Mark Church, President
Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

MEDICAL CARE PROFESSIONALS

_____
Contractor's Signature

Date:_____

Exhibit B2 Amendment Two

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

I.   RATES THE 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	
	Caregiver for a couple (2 clients in 1 household)	Hour	$25.00 (per couple)	$35.00	
	Caregiver Visit (maximum 1.5 hours)	Hour	$42.00	$57.00	
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 THE 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
Caregiver for a couple (2 clients in 1 household)	Hour	$25.00 (per couple)		$35.00
Caregiver Visit (maximum 1.5 hours)	Visit	$42.00		57.00
Chore	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   Labor Day
Memorial Day   Thanksgiving Day
Independence 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.