

# COUNTY OF SAN MATEO Inter-Departmental Correspondence Health System



**DATE:** May 2, 2011

**BOARD MEETING DATE:** June 7, 2011

SPECIAL NOTICE/HEARING: None VOTE REQUIRED: Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System

Lisa Mancini, Director, Aging and Adult Services

**SUBJECT:** First Amendment to the Agreements with five providers for Home

Health and Attendant Care Services

#### **RECOMMENDATION:**

Adopt a Resolution authorizing the President of the Board to execute the First Amendment to each of the Agreements with Addus HealthCare, Inc.; Arcadia Health Services, Inc., doing business as Arcadia Health Care; Good Shepherd Holdings Corp., doing business as BrightStar Care of San Mateo; Medical Care Professionals; and NP Plus, LLC, doing business as Professional Healthcare at Home, increasing the collective amount by \$970,000 for FY 2011-12 for a total of \$1,940,000 with no change to the term of July 1, 2010 through June 30, 2013.

#### **BACKGROUND:**

Aging and Adult Services (AAS) provides protective and supportive services, case management, and conservatorship services to functionally-impaired adults and seniors. Funding for these services is a combination of federal and State funds, as well as fees for services. Protective and supportive services provided by AAS include attendant care to individuals living independently. Attendants provide a variety of personal and health-related services that enable clients to remain living independently, safely, and comfortably in their own homes. AAS programs that provide attendant care include: Centralized Intake/Adult Protective Services (APS), High Utilizers' Group (HUG), Multipurpose Senior Services Program (MSSP), and the Public Guardian program.

On June 8, 2010, your Board adopted Resolution 70813 approving Agreements with Addus HealthCare, Inc.; Arcadia Health Services, Inc., doing business as Arcadia Health Care; Good Shepherd Holdings Corp., doing business as BrightStar Care of San Mateo; Maxim Healthcare Services; Medical Care Professionals; and NP Plus, LLC, doing business as Professional Healthcare at Home, in the collective amount of \$970,000 for the term of July 1, 2010 through June 30, 2013 for the provision of home health and attendant care services. This Resolution also authorized the Chief of the Health System

or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

#### **DISCUSSION:**

The home health and attendant care providers were selected through a Request for Proposals process conducted in 2009 by AAS for a contract term of July 1, 2010 through June 30, 2013. This First Amendment to the Agreements increases the funding based on annual California Department Aging (CDA) funding for the continuation of these services for FY 2011-12. Exhibits A and B have been modified to clarify Contractor's requirements. The Agreement with Maxim Health Care Services is not being renewed at this time.

County Counsel has reviewed and approved the Resolution and Agreements as to form and content.

Agreements with these providers contribute to the Shared Vision 2025 outcome of a Healthy Community by allowing AAS to provide services to at-risk individuals that help them remain in the most independent setting possible. It is anticipated that 95% of atrisk individuals will be maintained in a least restrictive setting through case management.

#### **Performance Measure:**

Measure	FY 2009-10 Actual	FY 2010-11 Projected
Percent of at-risk individuals maintained in a least restrictive setting through case management	99%*	95%

<sup>\*</sup> The FY 2009-10 performance exceeded the division's expectations in this measure.

#### FISCAL IMPACT:

The term of the Agreements remains the same, July 1, 2010 through June 30, 2013. The maximum the County shall be obligated to pay collectively for these amended Agreements for FY 2011-12 under a single resolution is \$970,000. The new collective amount of the Agreements is \$1,940,000 for the full contract term. These Agreements are a combination of State, federal and client (conservatee) funds, and will be included in the AAS FY 2011-12 Recommended Budget. There is no Net County Cost associated with this action.

RESOL	.UTION	NO.	

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \* \*

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE FIRST AMENDMENT TO EACH OF THE AGREEMENTS WITH ADDUS HEALTHCARE, INC.; ARCADIA HEALTH SERVICES, INC., DOING BUSINESS AS ARCADIA HEALTH CARE; GOOD SHEPHERD HOLDINGS CORP., DOING BUSINESS AS BRIGHTSTAR CARE OF SAN MATEO; MEDICAL CARE PROFESSIONALS; AND NP PLUS, LLC, DOING BUSINESS AS PROFESSIONAL HEALTHCARE AT HOME, INCREASING THE COLLECTIVE AMOUNT BY \$970,000 FOR FY 2011-12 FOR A TOTAL OF \$1,940,000 WITH NO CHANGE TO THE TERM OF JULY 1, 2010 THROUGH JUNE 30, 2013

**RESOLVED,** by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on June 8, 2010, your Board adopted Resolution 70813 approving Agreements with Addus HealthCare, Inc.; Arcadia Health Services, Inc., doing business as Arcadia Health Care; Good Shepherd Holdings Corp., doing business as BrightStar Care of San Mateo; Maxim Healthcare Services; Medical Care Professionals; and NP Plus, LLC, doing business as Professional Healthcare at Home, in the collective amount of \$970,000 for the term of July 1, 2010 through June 30, 2013; and

WHEREAS, the Agreement with Maxim Health Care Services is not being renewed at this time; and

WHEREAS, the parties now wish to amend the Agreements by increasing the collective amount by \$970,000 for FY 2011-12 changing the total obligation to \$1,940,000 and for the purpose of continuing home health and attendant care services for the term July 1, 2010 through June 30, 2013; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, the First Amendment to the Agreements between the County of San Mateo and Addus HealthCare, Inc.; Arcadia Health Services, Inc., doing business as Arcadia Health Care; Good Shepherd Holdings Corp., doing business as BrightStar Care of San Mateo; Medical Care Professionals; and NP Plus, LLC, doing business as Professional Healthcare at Home, reference to which is hereby made for further particulars, and the Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said First Amendment to the Agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \* \*

# AMENDMENT ONE TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ADDUS HEALTHCARE, INC.

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the COUNTY OF SAN MATEO,
hereinafter called "County," and ADDUS HEALTHCARE, INC., hereinafter called
"Contractor":

#### WITNESSETH:

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 June 8, 2010, by Resolution 70813 in the amount of \$970,000 for a term of July 1, 2010 through June 30, 2013;

WHEREAS, the parties wish to amend the Original Agreement for the continuation of these services by increasing the collective amount by \$970,000 for Fiscal Year 2011-12 for a total amount of \$1,940,000;

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A (revised July 1, 2011), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised July 1, 2011). The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Contract exceed NINE HUNDRED SEVENTY THOUSAND DOLLARS (\$970,000) collectively for the period of July 1, 2011 through June 30, 2012 for all contracts approved under the same resolution. The total obligation for the term of these Agreements is ONE MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$1,940,000) collectively.

2. Original Exhibit A of the Agreement is replaced with Exhibit A (revised July 1, 2011) as attached.

- 3. Original Exhibit B of the Agreement is replaced with Exhibit B (revised July 1, 2011) as attached.
- 4. Exhibits C and D are attached hereto and incorporated by reference herein.
- 5. All other terms and conditions of the Agreement dated June 8, 2009, 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: President, Board of Supervisors, San Mateo County
	Date:
ATTEST:	
Ву:	
Clerk of Said Board	
ADDUS HEALTHCARE, INC.	
	<del></del>
Contractor's Signature	
Date:	

#### Exhibit "A" (revised July 1, 2011)

In consideration of the payments set forth in Exhibit "B" (revised July 1, 2011), Contractor shall provide the following services:

#### I. CONTRACTOR SHALL

- A. Provide services specifically indicated on the written authorization form for the specified Aging and Adult Services (AAS) program completed by the County (Exhibit C),
- **B.** Cease services upon receipt of written cancellation notification form for the specified AAS program completed by County (Exhibit D),
- C. Abide by the MSSP Site Manual, training manuals, and other guidance issued by the California Department of Aging Multipurpose Senior Services Program Branch. Contractor shall comply with any and all changes to State and federal law. (MSSP only)
- **D.** Shall develop a site-level grievance process that provides a structure to accept, acknowledge, respond to, and track client complaints. Clients may express these issues either orally or in writing. On-going services will not be interrupted or discontinued during the grievance process.
- E. Shall comply with Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements, Attachment H.
- F. Shall comply with all program and fiscal retention, reporting, monitoring and auditing requirements set forth by appropriate federal, State and local agencies, and as required by the County. County shall give reasonable notification to Contractor prior to an on-site visit. County shall conduct at least one annual on-site visit to examine records and documents necessary to determine compliance with relevant federal, State and local statutes, rules and regulations, and this Agreement, and evaluate the quality, appropriateness and timeliness of services performed.
- **G.** Maintain an Emergency Contingency Plan including training and testing.

#### II. DEFINITIONS OF SERVICES

- A. CAREGIVER VISIT (non-MSSP Programs only) provides a home visit of short duration that might require the activities described under CHORE, PERSONAL CARE and TRANSPORTATION. Some examples include: assistance with morning or evening preparation and clean-up, and unescorted transportation to a drop-off appointment with no waiting.
- B. 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.
- C. PERSONAL CARE (3.2) 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 bed-making, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- D. CAREGIVER SERVICE (3.1, 3.2) provides household and personal assistance tasks described under A. CHORE and B. PERSONAL CARE. The caregiver does not transport the client but might be an escort to the client when transportation is provided by taxi, public transportation, contracted service, or Redi Wheels.
- E. 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.

- F. 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.g., natural disaster)
- G. 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.
- H. 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.
- I. RESPITE CARE (5.1, 5.2) 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.
- J. IN-HOME CARE/SLEEP OVER (non-MSSP Programs only) ensures provision of 12-hours night supervision and may include the house hold and personal assistance tasks described under A. CHORE and B. PERSONAL CARE. The caregiver does not transport the client but might be an escort to the client when transportation is provided by taxi, public transportation, contracted service, or Redi Wheels.
- K. LIVE-IN LEVEL I (BASIC CARE) (non-MSSP Programs only) Client is ambulatory, continent, requiring companion care for their safety.
- L. LIVE-IN LEVEL II (MEDIUM CARE) (non-MSSP Programs only) Client is incontinent, uses a walker or other equipment to ambulate; requires stand-by assistance when ambulating; requires assistance with personal care, bathing and dressing, meal prep, etc.

- M. LIVE-IN LEVEL III (HEAVY CARE) (non-MSSP Programs only) Client is requires total care: bed bound; wheelchair bound; incontinent of bowel and bladder; requires assistance with feeding and other ADL/IADLs, etc.
- N. TRANSPORTATION (6.3 AND 6.4) provides 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 "B" (revised July 1, 2011)

In consideration of the services provided by Contractor in Exhibit "A" (revised July 1, 2011), County shall pay Contractor based on the following fee schedule:

#### I. GENERAL PROVISIONS:

- A. No services shall be reimbursed other than those indicated on the written authorization form completed by the County (Exhibit C).
- **B.** No services shall be reimbursed after receipt of written notification of cancellation form completed by County (Exhibit D).
- C. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by the County, State or federal government, Contractor shall promptly refund the disallowed amount to County upon request, or, at is option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

#### II. RATES

A. ADULT PROTECTIVE SERVICES/ CENTRALIZED INTAKE, HIGH UTILIZERS' GROUP (HUG) PROJECT, LONG-TERM SUPPORTIVE SERVICES PROGRAM, AND MULTIPURPOSE SENIOR SERVICES PROGRAM

Code (MSSP)	Service	Unit	Rate	Holiday	Mileage
	Caregiver Visit (Maximum 1.5 hours)	Hour	\$42.00	\$57.00	,
3.1	Chore (Minimum 4 hours)	Hour	\$19.00	\$27.00	
3.2	Personal care (Minimum 4 hours)	Hour	\$19.00	\$27.00	
3.1, 3.2	Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	*****
	Caregiver for a couple (Minimum 4 hours)	Hour	\$25.00	\$35.00	
	(2 clients in 1 household)		(per couple)		
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	.51*

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 Labor Day

Thanksgiving Day Christmas Day

Independence Day

#### B. PUBLIC GUARDIAN

The Public Guardian will arrange for contracted home health care service for conservatees after an initial assessment of need is conducted by the assigned Deputy Public Guardian (DPG) and Public Health Nurse (PHN). When an adjustment in service hours is considered the DPG and PHN will conduct a reassessment of need.

Service	Unit	Rate	Holiday Rate	Mileage
Caregiver Visit (Maximum 1.5 hours)	Visit	\$42.00	\$57.00	
Chore (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver for a couple (Minimum 4	Hour	\$25.00	\$35.00	
hours) (2 clients in 1 household)		(per couple)		
Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	
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	\$55.00	.51*
Transportation (More than 2 hours)	Hour	\$20.00	\$28.00	.51*

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

\*Reimbursement for travel expenses under this Agreement shall be at the rates currently in effect, as established by the Internal Revenue Service (IRS). If the IRS rate changes during the term of the Agreement, the new rate shall apply upon its effective date and no amendment to this Agreement shall be necessary.

#### III. PAYMENTS

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

#### Invoices shall contain:

- A. The title of the program: Adult Protective Services/Centralized Intake, HUG, MSSP, 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,
- **D.** The signature of approval of the subcontractor's project director or an individual acting on his/her behalf; and
- **E.** Original receipts with dates, vendor names, and descriptions of services or purchases.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County Attention: Maria Ochoa, Community Program Coordinator 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 Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement. Supplementation of existing rates from other funding sources is not allowable under current regulations.

# SAN MATEO COUNTY AGING AND ADULT SERVICES 225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

# **ADULT PROTECTIVE SERVICES**

TO:	This O	PHONE:	Emergency Respon	se Nurse Assessmen
FROM:		***************************************	FAX:	DATE:
	<del></del>	PHONE: (650) 573 -		
Attendant C	are Con	itirmation of i	elephone Orde	er
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DATE(S) OF SERVICE:	CON	HOURS OF	SERVICE/SCHEDUL	E:
DATE(S) OF SERVICE:	a minimaka	TRACTED RATE		
DATE(S) OF SERVICE: COMMENTS/SPECIAL INSTRUCTIONS:	for a couple	TRACTED RATE	nold chores; protective s	
DATE(S) OF SERVICE:  COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour  24-Hour Live-In Caregiver Level I \$210	for a couple	TRACTED RATE (personal care; housel	nold chores; protective s Care \$19.00/Hour	upervision; escort)
DATE(S) OF SERVICE:  COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour  24-Hour Live-In Caregiver Level I \$210 (basic care)  24-Hour Live-In Caregiver Level I \$230	for a couple 0:00/Day 0:00/Day	TRACTED RATE  (personal care, housef  Respite In-Home (3 hours or more)	nold chores: protective s Care \$19.00/Hour Care \$19.00/Hour	upervision; escort)  RN Visit \$85.00
DATE(S) OF SERVICE:  COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour  24-Hour Live-In Caregiver Level I \$210 (basic care)  24-Hour Live-In Caregiver Level I \$230 (medium care)  24-Hour Live-In Caregiver Level I \$250	for a couple :.00/Day :.00/Day	TRACTED RATE  (personal care, housel  Respite in-Home (3 hours or more)  Respite in-Home (3 hours or more)	nold chores: protective s Care \$19.00/Hour Care \$19.00/Hour	upervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00
DATE(S) OF SERVICE:  COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour  24-Hour Live-In Caregiver Level I \$210 (basic care)  24-Hour Live-In Caregiver Level I \$230 (medium care)  24-Hour Live-In Caregiver Level I \$250 (heavy care)  In-Home Care, 12-Hour Care \$180.00/N	for a couple :.00/Day :.00/Day :.00/Day	TRACTED RATE  (personal care, housel  Respite in-Home (3 hours or more)  Respite in-Home (3 hours or more)	old chores; protective s Care \$19.00/Hour Care \$19.00/Hour Escort \$19.00/Hr.	upervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00
DATE(S) OF SERVICE:  COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour  24-Hour Live-In Caregiver Level I \$210 (basic care)  24-Hour Live-In Caregiver Level I \$230 (medium care)  24-Hour Live-In Caregiver Level I \$250 (heavy care)  In-Home Care, 12-Hour Care \$180.00/N	for a couple :.00/Day :.00/Day :.00/Day	(personal care; housel  Respite In-Home (3 hours or more)  Respite In-Home (3 hours or more)  Transportation -	old chores; protective s Care \$19.00/Hour Care \$19.00/Hour Escort \$19.00/Hr.	upervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00

Date

Signature of person who verified rotation list

# SAN MATEO COUNTY AGING AND ADULT SERVICES 225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

### **DEPUTY PUBLIC GUARDIAN**

TO:	PHONE:	FAX:
FROM:	PHONE: (650) 573 -	DATE:
RE: Attendant Care (	Confirmation of Teleph	one Order
Is this an order for on-going services? ☐ No ☐ Yes If y	es, please state estimated duration of sen	vices.
Per our telephone conversation on, I a	1	
Client Name:	Phone #:	
Address:	Contact Person	n:
SERVIC	ES TO BE DELIVERED	
	ansportation Nurse Assessi	ment Escort Other
Shopping/Groceries Pick-up Me	And the second s	
DATES OF SERVICE:	HOURS OF SERVICE/S	SCHEDULE:
COMMENTS/ SPECIAL INSTRUCTIONS:	ITRACTED RATES	
CON Caregiver Rate \$19 or \$25/Hr. for a couple		
		n selegation of the control of the c
Caregiver Visit \$42/Hour (max 1.5 hrs)	☐ In-Home, 12-Hour Car	re \$180/Night Shift (sleepover)
24-Hour Live-In Care \$210/base rate	Initial Nurse Assessm	rent \$85.00
24-Hour Live-In Care \$230/medium care	☐ Transportation Visit \$	40/Hour (2 hrs or less)
24-Hour Live-In Care \$250/heavy care	☐ Transportation \$20/H	our (more than 2 hrs)
Please contact	Case Manager with questions	
CASE MANAGER SIGNATURE DATE	<u> </u>	
SUPERVISOR SIGNATURE DA	TE MANAGER SIGNATURE	E DATE
ONLY THESE WRITTEN SER	RVICES ARE AUTHORIZED F	OR PAYMENT
Signature of person who verified rotation list Da		

225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900 Fax: (650) 573-2310

### San Mateo County Aging and Adult Services

# Fax

Го:	FAX:		·
From:	Date:		_Pages:
Re: MSSP ~ Conf	irmation of Tele	ephone Ord	<u>der</u>
Provider:			
Per our telephone conversation o			
Client name:			
Address:	•		
Phone #:	Contact Person:		
Services to be Delivered Hou  Household Chore: Personal Care: Transportation: Respite:			
□ RN / LVN visit: □ Social Day:			
Time:			
Date(s) Scheduled:			··· • • • • • • • • • • • • • • • • • •
Total Units:  Hours, visits, days	Total C	Cost: \$	
Special Instructions:			
*		<u>.</u>	
Thank You			
Case Manager:			
Phone:			



### San Mateo County Aging and Adult Services

225 37<sup>th</sup> Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

### ADULT PROTECTIVE SERVICES

# **Cancellation of Attendant Care Services**

TO;	Phone:	Fax:
FROM:	Phone: (650) 573 -	
Provider:		
Per our telephone conversation of	, I am	canceling services for:
Client Name:		
Address:		
Date of Last Service:		
Additional Information:		
	· · · · · · · · · · · · · · · · · · ·	
Thank you,		
Case Manager's signature		Date

Copy to Maria E. Ochoa

rev. 12/28/10



### San Mateo County Aging and Adult Services

225 37th Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

### **DEPUTY PUBLIC GUARDIAN**

# **Cancellation of Attendant Care Services**

го:	Phone:	Fax:
FROM:	Phone: (650) 573 -	Date:
	A Shill and the second of the second	
Provider:		
Per our telephone conversation of		
Client Name:		
Address:		*
Date of Last Service:		
		•
Additional Information:		
	·	
		1
Thank you,		
Deputy Public Guardian's signature		Date

rev. 12/28/10

Copy to Maria E. Ochoa

# AMENDMENT ONE TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ARCADIA HEALTH SERVICES, INC., DOING BUSINESS AS ARCADIA HEALTH CARE

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the COUNTY OF SAN MATEO,
hereinafter called "County," and ARCADIA HEALTH SERVICES, INC., DOING
BUSINESS AS ARCADIA HEALTH CARE, hereinafter called "Contractor":

#### WITNESSETH:

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 June 8, 2010, by Resolution 70813 in the amount of \$970,000 for a term of July 1, 2010 through June 30, 2013;

WHEREAS, the parties wish to amend the Original Agreement for the continuation of these services by increasing the collective amount by \$970,000 for Fiscal Year 2011-12 for a total amount of \$1,940,000;

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A (revised July 1, 2011), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised July 1, 2011). The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Contract exceed NINE HUNDRED SEVENTY THOUSAND DOLLARS (\$970,000) collectively for the period of July 1, 2011 through June 30, 2012 for all contracts approved under the same resolution. The total obligation for the term of these Agreements is ONE MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$1,940,000) collectively.

2. Original Exhibit A of the Agreement is replaced with Exhibit A (revised July 1, 2011) as attached.

- 3. Original Exhibit B of the Agreement is replaced with Exhibit B (revised July 1, 2011) as attached.
- 4. Exhibits C and D are attached hereto and incorporated by reference herein.
- 5. All other terms and conditions of the Agreement dated June 8, 2009, 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: President, Board of Supervisors, San Mateo County
	Date:
ATTEST:	
By: Clerk of Said Board ARCADIA HEALTH SERVICE CARE	S, INC., DOING BUSINESS AS ARCADIA HEALTH
Contractor's Signature	·
Date:	

#### Exhibit "A" (revised July 1, 2011)

In consideration of the payments set forth in Exhibit "B" (revised July 1, 2011), Contractor shall provide the following services:

#### I. CONTRACTOR SHALL

- A. Provide services specifically indicated on the written authorization form for the specified Aging and Adult Services (AAS) program completed by the County (Exhibit C),
- **B.** Cease services upon receipt of written cancellation notification form for the specified AAS program completed by County (Exhibit D),
- C. Abide by the MSSP Site Manual, training manuals, and other guidance issued by the California Department of Aging Multipurpose Senior Services Program Branch. Contractor shall comply with any and all changes to State and federal law. (MSSP only)
- **D.** Shall develop a site-level grievance process that provides a structure to accept, acknowledge, respond to, and track client complaints. Clients may express these issues either orally or in writing. On-going services will not be interrupted or discontinued during the grievance process.
- **E.** Shall comply with Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements, Attachment H.
- F. Shall comply with all program and fiscal retention, reporting, monitoring and auditing requirements set forth by appropriate federal, State and local agencies, and as required by the County. County shall give reasonable notification to Contractor prior to an on-site visit. County shall conduct at least one annual on-site visit to examine records and documents necessary to determine compliance with relevant federal, State and local statutes, rules and regulations, and this Agreement, and evaluate the quality, appropriateness and timeliness of services performed.
- **G.** Maintain an Emergency Contingency Plan including training and testing.

#### II. DEFINITIONS OF SERVICES

- A. CAREGIVER VISIT (non-MSSP Programs only) provides a home visit of short duration that might require the activities described under CHORE, PERSONAL CARE and TRANSPORTATION. Some examples include: assistance with morning or evening preparation and clean-up, and unescorted transportation to a drop-off appointment with no waiting.
- B. 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.
- C. PERSONAL CARE (3.2) 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 bed-making, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- D. CAREGIVER SERVICE (3.1, 3.2) provides household and personal assistance tasks described under A. CHORE and B. PERSONAL CARE. The caregiver does not transport the client but might be an escort to the client when transportation is provided by taxi, public transportation, contracted service, or Redi Wheels.
- E. 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.

- F. 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.g., natural disaster)
- G. 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.
- H. 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.
- I. RESPITE CARE (5.1, 5.2) 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.
- J. IN-HOME CARE/SLEEP OVER (non-MSSP Programs only) ensures provision of 12-hours night supervision and may include the house hold and personal assistance tasks described under A. CHORE and B. PERSONAL CARE. The caregiver does not transport the client but might be an escort to the client when transportation is provided by taxi, public transportation, contracted service, or Redi Wheels.
- K. LIVE-IN LEVEL I (BASIC CARE) (non-MSSP Programs only) Client is ambulatory, continent, requiring companion care for their safety.
- L. LIVE-IN LEVEL II (MEDIUM CARE) (non-MSSP Programs only) Client is incontinent, uses a walker or other equipment to ambulate; requires stand-by assistance when ambulating; requires assistance with personal care, bathing and dressing, meal prep, etc.

- M. LIVE-IN LEVEL III (HEAVY CARE) (non-MSSP Programs only) Client is requires total care: bed bound; wheelchair bound; incontinent of bowel and bladder; requires assistance with feeding and other ADL/IADLs, etc.
- N. TRANSPORTATION (6.3 AND 6.4) provides 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 "B" (revised July 1, 2011)

In consideration of the services provided by Contractor in Exhibit "A" (revised July 1, 2011), County shall pay Contractor based on the following fee schedule:

#### I. GENERAL PROVISIONS:

- A. No services shall be reimbursed other than those indicated on the written authorization form completed by the County (Exhibit C).
- **B.** No services shall be reimbursed after receipt of written notification of cancellation form completed by County (Exhibit D).
- C. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by the County, State or federal government, Contractor shall promptly refund the disallowed amount to County upon request, or, at is option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

#### II. RATES

# A. ADULT PROTECTIVE SERVICES/ CENTRALIZED INTAKE, HIGH UTILIZERS' GROUP (HUG) PROJECT, LONG-TERM SUPPORTIVE SERVICES PROGRAM, AND MULTIPURPOSE SENIOR SERVICES PROGRAM

Code (MSSP)	Service	Unit	Rate	Holiday	Mileage
	Caregiver Visit (Maximum 1.5 hours)	Hour	\$42.00	\$57.00	,
3.1	Chore (Minimum 4 hours)	Hour	\$19.00	\$27.00	
3.2	Personal care (Minimum 4 hours)	Hour	\$19.00	\$27.00	
3.1, 3.2	Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	
	Caregiver for a couple (Minimum 4 hours)	Hour	\$25.00	\$35.00	
	(2 clients in 1 household)		(per couple)		
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	.51*

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

#### B. PUBLIC GUARDIAN

The Public Guardian will arrange for contracted home health care service for conservatees after an initial assessment of need is conducted by the assigned Deputy Public Guardian (DPG) and Public Health Nurse (PHN). When an adjustment in service hours is considered the DPG and PHN will conduct a reassessment of need.

Service	Unit	Rate	Holiday Rate	Mileage
Caregiver Visit (Maximum 1.5 hours)	Visit	\$42.00	\$57.00	
Chore (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver for a couple (Minimum 4	Hour	\$25.00	\$35.00	
hours) (2 clients in 1 household)		(per couple)		
Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	
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	\$55.00	.51*
Transportation (More than 2 hours)	Hour	\$20.00	\$28.00	.51*

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

\*Reimbursement for travel expenses under this Agreement shall be at the rates currently in effect, as established by the Internal Revenue Service (IRS). If the IRS rate changes during the term of the Agreement, the new rate shall apply upon its effective date and no amendment to this Agreement shall be necessary.

#### III. PAYMENTS

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

#### Invoices shall contain:

- A. The title of the program: Adult Protective Services/Centralized Intake, HUG, MSSP, 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,
- **D.** The signature of approval of the subcontractor's project director or an individual acting on his/her behalf; and
- **E.** Original receipts with dates, vendor names, and descriptions of services or purchases.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County Attention: Maria Ochoa, Community Program Coordinator 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 Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement. Supplementation of existing rates from other funding sources is not allowable under current regulations.

# SAN MATEO COUNTY AGING AND ADULT SERVICES

225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

# **ADULT PROTECTIVE SERVICES**

	Inis Ord	ier Requires:	_ Emergency Respons	e 🗌 Nurse Assessmer
TO:	PHO	ONE:	FAX:	
FROM:	PH	ONE: (650) 573 -		DATE:
Attendant Car	e Confi	rmation of	Telephone Orde	r
Per our telephone conversation on	Lom	oonfirming real	and an fam.	
Per our telephone conversation on	, i am (	i		
Client Name:	•	Ph	none #:	•
Address:		Co	ontact Person:	
SI	RVICES	TO BE DELIV	EDEN	
		tation RN/		Other
	up Medicii		Weekly Budget: \$	
DATE(S) OF SERVICE:			F SERVICE/SCHEDULE	
	The parameter	RACTED RATE	en er energer valleter i erkir i sin die	
Caregiver Rate \$19.00 or \$25.00/Hour for	a couple (p	ersonal care; hous	sehold chores; protective su	pervision; escort)
24-Hour Live-In Caregiver Level I \$210.00/ (basic care)	Day [	Respite In-Hor	ne Care \$19.00/Hour )	☐ RN.Visit \$85.00
24-Hour Live-In Caregiver Level I \$230.00/ (medium care)	Day [	Respite In-Hor (3 hours or more	ne Care \$19.00/Hour	☐ LVN Visit \$70.00
24-Hour Live-In Caregiver Level 1 \$250,00/ (heavy care)	Day [	Transportation	i – Escort \$19.00/Hr.	ST Visit \$96,00
· · · · · · · · · · · · · · · · · · ·			¢42.00/U.s	
☐ In-Home Care, 12-Hour Care \$180.00/Nigh	t Shift[	Caregiver Visit	1. <b>342.00/HOU</b> 1 (max 1.5 nrs)	OT/PT Visit \$90.00
		Caregiver Visit		OT/PT Visit \$90.00
				OT/PT Visit \$90.00

Date

Signature of person who verified rotation list

# SAN MATEO COUNTY AGING AND ADULT SERVICES 225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

### **DEPUTY PUBLIC GUARDIAN**

то:	PHONE:		FAX:	
FROM:	PHONE: (650) 573	J -	DATE:	
RE: Attendant Care Confirmation of Telephone Order				
Is this an order for on-going services?   No Yes If			week(s)	month(s)
·				
Per our telephone conversation on, I am confirming my order for:				
Client Name:		Phone #:		
Address:		Contact Person:		
SERVIC	ES TO BE DE	LIVERED		March 1971
Personal Care Household Chores T	ransportation	Nurse Assessment	Escort	Other
Shopping/Groceries Pick-up M	ledicines V	/eekly:Budget::\$		
DATES OF SERVICE:	HOURS	S OF SERVICE/SCHE	DULE:	
COMMENTS/ SPECIAL INSTRUCTIONS:				
CO	NTRACTED RA	ATES		
Caregiver Rate \$19 or \$25/Hr. for a coupl	<b>e (min. 4 hrs)</b> (per	sonal care, household chore	es; protective supervis	ion; escort)
Caregiver Visit \$42/Hour (max 1.5 hrs)	☐ In-Hor	ne, 12-Hour Care \$18	0/Night Shift (sle	epover)
24-Hour Live-In Care \$210/base rate	_ Initial	Nurse Assessment \$	85.00	
24-Hour Live-In Care \$230/medium care	Trans	portation Visit \$40/Ho	our (2 hrs or less	<b>)</b>
24-Hour Live-In Care \$250/heavy care	Irans	portation \$20/Hour (n	nore than 2 hrs)	
Please contac	t Case Manager (	with questions		
CASE MANAGER SIGNATURE DA	 .TE			
ONCE WANAGER GIGINATURE DA	11 <b>(</b>			
SUPERVISOR SIGNATURE DA	ATE MANAG	ER SIGNATURE		DATE
ONLY THESE WRITTEN SE	ONLY THESE WRITTEN SERVICES ARE AUTHORIZED FOR PAYMENT			
Signature of person who verified rotation list D	ate			

225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900 Fax: (650) 573-2310

### San Mateo County Aging and Adult Services

# Fax

10:		
From:	Date:	Pages:
Re: MSSP ~ Confirm	nation of Telepho	<u>ne Order</u>
Provider:		
Per our telephone conversation of	I am co	onfirming my order for:
Client name:	•	
Phone #:		
Services to be Delivered Hours pe  Household Chore: Personal Care: Transportation: Respite: RN / LVN visit: Social Day:	er day ~ Frequency Co	omments
Time:		
Date(s) Scheduled:		
Total Units:		
Special Instructions:		
'		
Thank You		
Case Manager:		
Phone:		



### San Mateo County Aging and Adult Services

225 37<sup>th</sup> Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

# ADULT PROTECTIVE SERVICES

# **Cancellation of Attendant Care Services**

го:	Phone:	Fax:
FROM:	Diameter (CEO) 5772	Date:
	Ума <b>т</b> иту. (*18.8%)	
Provider:		
Per our telephone conversation of	, I am	canceling services for:
Client Name:		
Address:		
Date of Last Service:		
Additional Information:		
		•
Thank you,		
	<u></u> _	
Case Manager's signature		Date
,		
		•

rev. 12/28/10

Copy to Maria E. Ochoa



### San Mateo County Aging and Adult Services

225 37<sup>th</sup> Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

### **DEPUTY PUBLIC GUARDIAN**

# **Cancellation of Attendant Care Services**

TO:	Phone:	Fax:
FROM:	Phone: (650) 573 -	Date:
		24e (1.00)
Provider:		•
Per our telephone conversation of		
Client Name:		
Address:		
Date of Last Service:		
		S.
Additional Information:		· · · · · · · · · · · · · · · · · · ·
Thank you,		
- Tanan		
Deputy Public Guardian's signature		Date

rev. 12/28/10

Copy to Maria E. Ochoa

# AMENDMENT ONE TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GOOD SHEPHERD HOLDINGS, CORP., DOING BUSINESS AS BRIGHTSTAR CARE OF SAN MATEO

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the COUNTY OF SAN MATEO,
hereinafter called "County," and GOOD SHEPHERD HOLDINGS, CORP., DOING
BUSINESS AS BRIGHTSTAR CARE OF SAN MATEO, hereinafter called
"Contractor";

#### <u>WITNESSETH:</u>

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 June 8, 2010, by Resolution 70813 in the amount of \$970,000 for a term of July 1, 2010 through June 30, 2013;

WHEREAS, the parties wish to amend the Original Agreement for the continuation of these services by increasing the collective amount by \$970,000 for Fiscal Year 2011-12 for a total amount of \$1,940,000:

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

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

COUNTY OF SAN MATEO

	0001111 01 0/111111/1120
	By: President, Board of Supervisors, San Mateo County
	Date:
ATTEST:	
By: Clerk of Said Board	
GOOD SHEPHERD HOLDINGS, C CARE OF SAN MATEO	ORP., DOING BUSINESS AS BRIGHTSTAR
Contractor's Signature	
Date:	

#### Exhibit "A" (revised July 1, 2011)

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- L. LIVE-IN LEVEL II (MEDIUM CARE) (non-MSSP Programs only) Client is incontinent, uses a walker or other equipment to ambulate; requires stand-by assistance when ambulating; requires assistance with personal care, bathing and dressing, meal prep, etc.

- M. LIVE-IN LEVEL III (HEAVY CARE) (non-MSSP Programs only) Client is requires total care: bed bound; wheelchair bound; incontinent of bowel and bladder; requires assistance with feeding and other ADL/IADLs, etc.
- N. TRANSPORTATION (6.3 AND 6.4) provides 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 "B" (revised July 1, 2011)

In consideration of the services provided by Contractor in Exhibit "A" (revised July 1, 2011), County shall pay Contractor based on the following fee schedule:

### I. GENERAL PROVISIONS:

- A. No services shall be reimbursed other than those indicated on the written authorization form completed by the County (Exhibit C).
- **B.** No services shall be reimbursed after receipt of written notification of cancellation form completed by County (Exhibit D).
- C. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by the County, State or federal government, Contractor shall promptly refund the disallowed amount to County upon request, or, at is option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

#### II. RATES

# A. ADULT PROTECTIVE SERVICES/ CENTRALIZED INTAKE, HIGH UTILIZERS' GROUP (HUG) PROJECT, LONG-TERM SUPPORTIVE SERVICES PROGRAM, AND MULTIPURPOSE SENIOR SERVICES PROGRAM

Code (MSSP)	Service	Unit	Rate	Holiday	Mileage
(INDOL)	Caregiver Visit (Maximum 1.5 hours)	Hour	\$42.00	\$57.00	<u>, , , , , , , , , , , , , , , , , , , </u>
3.1	Chore (Minimum 4 hours)	Hour	\$19.00	<del> </del>	
3.2	Personal care (Minimum 4 hours)	Hour	\$19.00	<del> </del>	
3.1, 3.2	Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	
	Caregiver for a couple (Minimum 4 hours)	Hour	\$25.00	\$35.00	
	(2 clients in 1 household)		(per couple)		
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	3333, 1147, 40, 5
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	.51*

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 **Labor Day** 

Thanksgiving Day Christmas Day

Independence Day

#### B. PUBLIC GUARDIAN

The Public Guardian will arrange for contracted home health care service for conservatees after an initial assessment of need is conducted by the assigned Deputy Public Guardian (DPG) and Public Health Nurse (PHN). When an adjustment in service hours is considered the DPG and PHN will conduct a reassessment of need.

Service	Unit	Rate	Holiday Rate	Mileage
Caregiver Visit (Maximum 1.5 hours)	Visit	\$42.00	\$57.00	
Chore (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver for a couple (Minimum 4	Hour	\$25.00	\$35.00	
hours) (2 clients in 1 household)		(per couple)		
Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	
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	\$55.00	.51*
Transportation (More than 2 hours)	Hour	\$20.00	\$28.00	.51*

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

\*Reimbursement for travel expenses under this Agreement shall be at the rates currently in effect, as established by the Internal Revenue Service (IRS). If the IRS rate changes during the term of the Agreement, the new rate shall apply upon its effective date and no amendment to this Agreement shall be necessary.

### III. PAYMENTS

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

#### Invoices shall contain:

- **A.** The title of the program: Adult Protective Services/Centralized Intake, HUG, MSSP, 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,
- **D.** The signature of approval of the subcontractor's project director or an individual acting on his/her behalf; and
- **E.** Original receipts with dates, vendor names, and descriptions of services or purchases.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County Attention: Maria Ochoa, Community Program Coordinator 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 Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement. Supplementation of existing rates from other funding sources is not allowable under current regulations.

# SAN MATEO COUNTY AGING AND ADULT SERVICES 225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

## ADULT PROTECTIVE SERVICES

	<del></del>		game, incopant	se 🔲 Nurse Assessme
TO:	PH	HONE:	FAX:	
FROM:	PH	HONE: (650) 573 -		DATE:
Attendant C	are Con	firmation of T	elephone Orde	
Per our telephone conversation on _	, I am	confirming my o	rder for:	
Client Name:		Phor	ne #:	•
Address:		Cont	act Person:	
	SERVICES	S TO BE DELIVER	RED	
Personal Care Household Chores	☐ Transpo	ortation RN/LV	N Visit Escort	Other
and the control of th	ick up Medic	ines	Weekly Budget: \$	
5 A T T ( 6 )				шиналия измения дация алар с стира останования допиля за дация в приделения в 
<b>,</b> .		HOURS OF S	SERVICE/SCHEDULE	<b>:</b>
COMMENTS/SPECIAL INSTRUCTIONS:	an in perket	FRACTED RATE		
, <i>,</i>	an in perket	FRACTED RATE		
COMMENTS/SPECIAL INSTRUCTIONS:	for a couple (	FRACTED RATE	old chores, protective s	
COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour	for a couple ( .00/Day	FRACTED RATE  (personal care; househ  □ Respite In-Home	old chores; protective si Care \$19,00/Hour	upervision; escort)
COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour  24-Hour Live-In Caregiver Level I \$210 (basic care)  24-Hour Live-In Caregiver Level I \$230	for a couple ( .00/Day .00/Day	「RACTED RATE  (personal care; househ  Respite In-Home (3 hours or more)  Respite In-Home	old chores; protective su Care \$19,00/Hour Care \$19,00/Hour	upervision; escort)
COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour  24-Hour Live-In Caregiver Level I \$210 (basic care)  24-Hour Live-In Caregiver Level I \$230 (medium care)  24-Hour Live-In Caregiver Level I \$250	for a couple ( :00/Day :00/Day :00/Day	Personal care; househ Respite In-Home (3 hours or more) Respite In-Home (3 hours or more) Transportation -	old chores; protective su Care \$19,00/Hour Care \$19,00/Hour	upervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00
COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour 1  24-Hour Live-In Caregiver Level I \$210 (basic care)  24-Hour Live-In Caregiver Level I \$230 (medium care)  24-Hour Live-In Caregiver Level I \$250 (heavy care)  In-Home Care, 12-Hour Care \$180.00/N	for a couple ( .00/Day .00/Day .00/Day	Personal care; househ Respite In-Home (3 hours or more) Respite In-Home (3 hours or more) Transportation -	old chores, protective so Care \$19.00/Hour Care \$19.00/Hour Escort \$19.00/Hr.	upervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00
□ 24-Hour Live-In Caregiver Level I \$210 (basic care) □ 24-Hour Live-In Caregiver Level I \$230 (medium care) □ 24-Hour Live-In Caregiver Level I \$250 (heavy care) □ In-Home Care, 12-Hour Care \$180.00/N	for a couple ( :00/Day :00/Day :00/Day light Shift	FRACTED RATE  [personal care; househ  Respite In-Home (3 hours or more)  Respite In-Home (3 hours of more)  Transportation —  Caregiver Visit \$4	old chores, protective so Care \$19.00/Hour Care \$19.00/Hour Escort \$19.00/Hr.	upervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00
COMMENTS/SPECIAL INSTRUCTIONS:  Caregiver Rate \$19.00 or \$25.00/Hour 1  24-Hour Live-In Caregiver Level I \$210 (basic care)  24-Hour Live-In Caregiver Level I \$230 (medium care)  24-Hour Live-In Caregiver Level I \$250 (heavy care)  In-Home Care, 12-Hour Care \$180.00/N	for a couple ( .00/Day .00/Day .00/Day	FRACTED RATE  [personal care; househ  Respite In-Home (3 hours or more)  Respite In-Home (3 hours of more)  Transportation —  Caregiver Visit \$4	old chores, protective so Care \$19.00/Hour Care \$19.00/Hour Escort \$19.00/Hr.	upervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00

Date

Signature of person who verified rotation list

## SAN MATEO COUNTY AGING AND ADULT SERVICES 225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

### **DEPUTY PUBLIC GUARDIAN**

TO:	PHONE:		FAX:	
FROM:	PHONE: (6	50) 573 -	DATE:	<u> </u>
RE: Attend	dant Care Confirm	ation of Telephone	order	
Is this an order for on-going services?	No 🗌 Yes If yes, please sta	te estimated duration of services.	☐ week(s)	month(s)
Per our telephone conversation	on . I am confirm	ming my order for:		
Client Name:		Phone #:		
Address:		Contact Person:		yang mgangan i bandh bahar katalak ta Mashi ti maranar mgangangan ayan ayan ng sag
	SERVICES TO BE	F DELIVERED		
Personal Care Household Ch	17 1 1 2 2 2 2 10 1 10 1 10 1 10 10 10 10 10 10 10 10	<u> Carabana ar ar</u>	Escort	Other
Shopping/Groceries  DATES OF SERVICE:  COMMENTS/ SPECIAL INSTRUCTION		Weekly Budget: \$	EDULE:	
,11,000,111	CONTRACTE	DRATES		
Caregiver Rate \$19 or \$25/I	Hr. for a couple (min. 4 hr	(personal care, household cho	res; protective supervis	ion; escort)
Caregiver Visit \$42/Hour (n	nax 1.5 hrs) 🔲 i	n-Home, 12-Hour Care \$1	80/Night Shift (slee	epover)
24-Hour Live-In Care \$210/	base rate	nitial Nurse Assessment	\$85.00	
24-Hour Live-In Care \$230/	medium care	Transportation Visit \$40/H	lour (2 hrs or less	) )
24-Hour Live-In Care \$250/	heavy care 🔲 🖥	Transportation \$20/Hour(	more than 2 hrs)	
	Please contact Case Man	ager with questions		
CASE MANAGER SIGNATURE	DATE			
SUPERVISOR SIGNATURE	DATE MA	ANAGER SIGNATURE		DATE
ONLY THESE V	VRITTEN SERVICES AI	RE AUTHORIZED FOR I	PAYMENT	
Signature of person who verified rota	tion list Date		. ·	

225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900 Fax: (650) 573-2310

# San Mateo County Aging and Adult Services

# Fax

To:	FAX:	
From:	Date:	Pages:
Re: MSSP ~ Confirmation	ation of Teleph	one Order
Provider:		
Per our telephone conversation of		
Client name:		
Address:	•	
Phone #:Co	ntact Person:	
Services to be Delivered Hours per of Household Chore:  Personal Care:  Transportation: Respite: RN / LVN visit: Social Day:		
Time:		
Date(s) Scheduled:		
Total Units:  Hours, visits, days	Total Cost: \$	<u> </u>
Special Instructions:		·
,		
Thank You		
Case Manager:	_	
Phone:		<del></del>



## San Mateo County Aging and Adult Services

225 37<sup>th</sup> Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

## ADULT PROTECTIVE SERVICES

## **Cancellation of Attendant Care Services**

го:	Phone:	Fax:
FROM:	Phone: (650) 573 -	Date:
Provider:		
Per our telephone conversation of	,	I am canceling services for:
Client Name:	·	
Address:		
Date of Last Service:		
Additional Information:		
Thank you,		
Case Manager's signature		Date
·		

rev. 12/28/10

Copy to Maria E. Ochoa



## San Mateo County Aging and Adult Services

225 37<sup>th</sup> Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

## DEPUTY PUBLIC GUARDIAN

## **Cancellation of Attendant Care Services**

TO:	Phone:	Fax:
FROM:	Dhono. (650) 572	Date:
Provider:		
Per our telephone conversation of	, I am	canceling services for:
Client Name:		
Address:		•
Date of Last Service:		
		· ·
Additional Information:		
,		
Thank you,		
Deputy Public Guardian's signature		Date

rev. 12/28/10

Copy to Maria E. Ochoa

# AMENDMENT ONE TO 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 M	ATEO,
hereinafter called "County,"	and MEDICAL CARE PROFESSIONALS, h	ereinafter
called "Contractor";		

### WITNESSETH:

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 June 8, 2010, by Resolution 70813 in the amount of \$970,000 for a term of July 1, 2010 through June 30, 2013;

WHEREAS, the parties wish to amend the Original Agreement for the continuation of these services by increasing the collective amount by \$970,000 for Fiscal Year 2011-12 for a total amount of \$1,940,000;

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A (revised July 1, 2011), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised July 1, 2011). The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Contract exceed NINE HUNDRED SEVENTY THOUSAND DOLLARS (\$970,000) collectively for the period of July 1, 2011 through June 30, 2012 for all contracts approved under the same resolution. The total obligation for the term of these Agreements is ONE MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$1,940,000) collectively.

2. Original Exhibit A of the Agreement is replaced with Exhibit A (revised July 1, 2011) as attached.

- 3. Original Exhibit B of the Agreement is replaced with Exhibit B (revised July 1, 2011) as attached.
- **4.** Exhibits C and D are attached hereto and incorporated by reference herein.
- 5. All other terms and conditions of the Agreement dated June 8, 2009, 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: President, Board of Supervisors, San Mateo County
	Date:
ATTEST:	
By: Clerk of Said Board	
MEDICAL CARE PROFESSIONAL	S
Contractor's Signature	
Date:	

### Exhibit "A" (revised July 1, 2011)

In consideration of the payments set forth in Exhibit "B" (revised July 1, 2011), Contractor shall provide the following services:

#### I. CONTRACTOR SHALL

- A. Provide services specifically indicated on the written authorization form for the specified Aging and Adult Services (AAS) program completed by the County (Exhibit C),
- **B.** Cease services upon receipt of written cancellation notification form for the specified AAS program completed by County (Exhibit D),
- C. Abide by the MSSP Site Manual, training manuals, and other guidance issued by the California Department of Aging Multipurpose Senior Services Program Branch. Contractor shall comply with any and all changes to State and federal law. (MSSP only)
- **D.** Shall develop a site-level grievance process that provides a structure to accept, acknowledge, respond to, and track client complaints. Clients may express these issues either orally or in writing. On-going services will not be interrupted or discontinued during the grievance process.
- **E.** Shall comply with Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements, Attachment H.
- F. Shall comply with all program and fiscal retention, reporting, monitoring and auditing requirements set forth by appropriate federal, State and local agencies, and as required by the County. County shall give reasonable notification to Contractor prior to an on-site visit. County shall conduct at least one annual on-site visit to examine records and documents necessary to determine compliance with relevant federal, State and local statutes, rules and regulations, and this Agreement, and evaluate the quality, appropriateness and timeliness of services performed.
- **G.** Maintain an Emergency Contingency Plan including training and testing.

#### II. DEFINITIONS OF SERVICES

- A. CAREGIVER VISIT (non-MSSP Programs only) provides a home visit of short duration that might require the activities described under CHORE, PERSONAL CARE and TRANSPORTATION. Some examples include: assistance with morning or evening preparation and clean-up, and unescorted transportation to a drop-off appointment with no waiting.
- B. 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.
- C. PERSONAL CARE (3.2) 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 bed-making, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- D. CAREGIVER SERVICE (3.1, 3.2) provides household and personal assistance tasks described under A. CHORE and B. PERSONAL CARE. The caregiver does not transport the client but might be an escort to the client when transportation is provided by taxi, public transportation, contracted service, or Redi Wheels.
- E. 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.

- F. 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.g., natural disaster)
- G. 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.
- H. 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.
- I. RESPITE CARE (5.1, 5.2) 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.
- J. IN-HOME CARE/SLEEP OVER (non-MSSP Programs only) ensures provision of 12-hours night supervision and may include the house hold and personal assistance tasks described under A. CHORE and B. PERSONAL CARE. The caregiver does not transport the client but might be an escort to the client when transportation is provided by taxi, public transportation, contracted service, or Redi Wheels.
- K. LIVE-IN LEVEL I (BASIC CARE) (non-MSSP Programs only) Client is ambulatory, continent, requiring companion care for their safety.
- L. LIVE-IN LEVEL II (MEDIUM CARE) (non-MSSP Programs only) Client is incontinent, uses a walker or other equipment to ambulate; requires stand-by assistance when ambulating; requires assistance with personal care, bathing and dressing, meal prep, etc.

- M. LIVE-IN LEVEL III (HEAVY CARE) (non-MSSP Programs only) Client is requires total care: bed bound; wheelchair bound; incontinent of bowel and bladder; requires assistance with feeding and other ADL/IADLs, etc.
- N. TRANSPORTATION (6.3 AND 6.4) provides 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 "B" (revised July 1, 2011)

In consideration of the services provided by Contractor in Exhibit "A" (revised July 1, 2011), County shall pay Contractor based on the following fee schedule:

### I. GENERAL PROVISIONS:

- A. No services shall be reimbursed other than those indicated on the written authorization form completed by the County (Exhibit C).
- **B.** No services shall be reimbursed after receipt of written notification of cancellation form completed by County (Exhibit D).
- C. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by the County, State or federal government, Contractor shall promptly refund the disallowed amount to County upon request, or, at is option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

#### II. RATES

# A. ADULT PROTECTIVE SERVICES/ CENTRALIZED INTAKE, HIGH UTILIZERS' GROUP (HUG) PROJECT, LONG-TERM SUPPORTIVE SERVICES PROGRAM, AND MULTIPURPOSE SENIOR SERVICES PROGRAM

Code (MSSP)	Service	Unit	Rate	Holiday	Mileage
	Caregiver Visit (Maximum 1.5 hours)	Hour	\$42.00	\$57.00	,
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3.1, 3.2	Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	
	Caregiver for a couple (Minimum 4 hours)	Hour	\$25.00	\$35.00	•
	(2 clients in 1 household)		(per couple)		
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	.51*

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

### B. PUBLIC GUARDIAN

The Public Guardian will arrange for contracted home health care service for conservatees after an initial assessment of need is conducted by the assigned Deputy Public Guardian (DPG) and Public Health Nurse (PHN). When an adjustment in service hours is considered the DPG and PHN will conduct a reassessment of need.

Service	Unit	Rate	Holiday Rate	Mileage
Caregiver Visit (Maximum 1.5 hours)	Visit	\$42.00	\$57.00	
Chore (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver for a couple (Minimum 4	Hour	\$25.00	\$35.00	
hours) (2 clients in 1 household)		(per couple)		
Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	
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	\$55.00	.51*
Transportation (More than 2 hours)	Hour	\$20.00	\$28.00	.51*

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 \*Reimbursement for travel expenses under this Agreement shall be at the rates currently in effect, as established by the Internal Revenue Service (IRS). If the IRS rate changes during the term of the Agreement, the new rate shall apply upon its effective date and no amendment to this Agreement shall be necessary.

#### III. PAYMENTS

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Fiscal Year Closeout (June 30): All invoices must be submitted no more than five (5) days after Fiscal Year Closeout.

#### Invoices shall contain:

- A. The title of the program: Adult Protective Services/Centralized Intake, HUG, MSSP, 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,
- **D.** The signature of approval of the subcontractor's project director or an individual acting on his/her behalf; and
- **E.** Original receipts with dates, vendor names, and descriptions of services or purchases.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County Attention: Maria Ochoa, Community Program Coordinator 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 Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement. Supplementation of existing rates from other funding sources is not allowable under current regulations.

# SAN MATEO COUNTY AGING AND ADULT SERVICES 225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

## ADULT PROTECTIVE SERVICES

TO:				se Nurse Assessme
		PHONE:	FAX:	
FROM:		PHONE: (650) 573 -		DATE:
Attendant	Care Co	nfirmation of	Telephone Orde	
Per our telephone conversation o	n, I aı	m confirming my	order for:	•
Client Name:		Ph	none #:	•
Address:		Co	ontact Person:	
		ES TO BE DELIV	A Constant of the August Constant	
☐ Personal Care ☐ Household Chore	OZO SOUZINEDE MONE	portation RN/		Other
Shopping/Groceries	Pick up Med	licines	Weekly Budget: \$ 	
DATE(S) OF SERVICE		HOURE		
	3.	HOURS O	F SERVICE/SCHEDULE	i:
				:
COMMENTS/SPECIAL INSTRUCTIONS	CON	NTRACTED RATE		
DATE(S) OF SERVICE:  COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho	CON	NTRACTED RATE		
COMMENTS/SPECIAL INSTRUCTIONS	CON our for a couple	NTRACTED RATE e (personal care; hous	sehold chores; protective su	
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho	CON our for a couple 210.00/Day	NTRACTED RATE  (personal care; hous  Respite In-Hor (3 hours or more	Esehold chores; protective sume Care \$19,00/Hour	pervision; escort)
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Hc  24-Hour Live-In Caregiver Level I \$ (basic care)  24-Hour Live-In Caregiver Level I \$	CON our for a couple 210.00/Day 230.00/Day	NTRACTED RATE  e (personal care; hous  Respite In-Hor (3 hours or more  Respite In-Hor (3 hours or more	Esehold chores; protective sume Care \$19,00/Hour	pervision; escort)
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho  24-Hour Live-In Caregiver Level I \$ (basic care)  24-Hour Live-In Caregiver Level I \$ (medium care)  24-Hour Live-In Caregiver Level I \$	CON our for a couple 210:00/Day 230:00/Day 250:00/Day	NTRACTED RATE  e (personal care; hous  Respite In-Hor (3 hours of more (3 hours of more  Transportation	sehold chores: protective su ne Care \$19,00/Hour )	pervision; escort)  RN Visit \$85.00  LVN Visit \$70.00
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho  24-Hour Live-In Caregiver Level I \$ (basic care)  24-Hour Live-In Caregiver Level I \$ (medium care)  24-Hour Live-In Caregiver Level I \$ (heavy care)  In-Home Care, 12-Hour Care \$180.0	CON our for a couple 210.00/Day 230.00/Day 250.00/Day	NTRACTED RATE  (personal care; house Respite In-Hor (3 hours or more Respite In-Hor (3 hours or more Transportation Caregiver Visit	sehold chores; protective sume Care \$19.00/Hour he Care \$19.00/Hour  —Escort \$19.00/Hr.	pervision; escort)  RN Visit \$85.00  LVN Visit \$70.00
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho  24-Hour Live-In Caregiver Level I \$ (basic care)  24-Hour Live-In Caregiver Level I \$ (medium care)  24-Hour Live-In Caregiver Level I \$ (heavy care)  In-Home Care, 12-Hour Care \$180.0	CON our for a couple 210.00/Day 230.00/Day 250.00/Day	NTRACTED RATE  e (personal care; hous  Respite In-Hor (3 hours of more (3 hours of more  Transportation	sehold chores; protective sume Care \$19.00/Hour he Care \$19.00/Hour  —Escort \$19.00/Hr.	pervision; escort)  RN Visit \$85.00  LVN Visit \$70.00
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho  24-Hour Live-In Caregiver Level I \$ (basic care)  24-Hour Live-In Caregiver Level I \$ (medium care)  24-Hour Live-In Caregiver Level I \$ (heavy care)  In-Home Care, 12-Hour Care \$180.0	CON our for a couple 210.00/Day 230.00/Day 250.00/Day	NTRACTED RATE  (personal care; house (personal care; house (personal care; house (personal care; house (personal care) (person	sehold chores; protective sume Care \$19.00/Hour he Care \$19.00/Hour  —Escort \$19.00/Hr.	pervision; escort)  RN Visit \$85.00  LVN Visit \$70.00

Date

Signature of person who verified rotation list

## SAN MATEO COUNTY AGING AND ADULT SERVICES 225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

## **DEPUTY PUBLIC GUARDIAN**

TO:		PHONE	E:		FAX:	
FROM:		PHON	E: (650) 5	73 -	DATE:	
R	E: Attendant C	are Conf	irmatio	on of Telephone	Order	
Is this an order for on-going	services? No 1	es Ifyes, plea	se state est	imated duration of services.	week(s	s) 🔲 month(s)
			·	····		
Per our telephone co	nversation on	, I am co	onfirming	1		
Client Name:				Phone #:		
Address:			HOSE OF THE PLACE OF THE SECOND STATES OF THE SECON	Contact Person:		
	QE	RVICES TO	O RE DI	II IVEDED	·	<b>3</b>
Personal Care	lousehold Chores	Transpor	THE WASTE THE	Nurse Assessment	Escort	Other
Shopping/Groceries		k up Medicine	**************************************	Weekly Budget: \$		
DATES OF SERVICE:			Mark Service Control Control of the	RS OF SERVICE/SCHE	DULE:	HA-1-MARINIMAR LAN PARTINIMAN MENUNANDA TANDA
COMMENTS/ SPECIAL	INSTRUCTIONS:	CONTRA	CTED 6	PATES	11/1	
Caregiver Rate	\$19 or \$25/Hr for a	r terretory a co	Consideration	ersonal care, household chor	and protective evices	adalasi asaatt
					ing and a single	
<u></u> ,	\$42/Hour (max 1.5 h		_	ome 12-Hour Care \$18		sleepover)
24-Hour Live-In	Care \$210/base rate	•	Initia	I Nurse Assessment \$	85.00	
24-Hour Live-In	Care \$230/medium	care	Tran	sportation Visit \$40/H	our (2 hrs or le	·ss)
24-Hour Live-In	Care \$250/heavy ca	ire	☐ Tran	sportation \$20/Hour (ı	nore than 2 hr	s)
	Please c	ontact Case	Manager	with questions		
CASE MANAGER SIGN	ATURE	DATE				
SUPERVISOR SIGNATI	JRE	DATE	MANA	GER SIGNATURE		DATE
ONL	Y THESE WRITTE	N SERVICE	S ARE A	AUTHORIZED FOR F	PAYMENT	
Signature of person who	verified rotation list	Date				

225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900 Fax: (650) 573-2310

## San Mateo County Aging and Adult Services

# Fax

То:	·FAX:_		
From:			
Re: MSSP ~ Confirm	mation of Tele	ohone Or	<u>der</u>
Provider:			
Per our telephone conversation of	, I	am confirming	my order for:
Client name:			
Address:	•		
Phone #:	Contact Person:		
Services to be Delivered Hours p  Household Chore: Personal Care: Transportation: Respite: RN / LVN visit: Social Day:			
Time:	· -		
Date(s) Scheduled:			
Total Units:  Hours, visits, days	Total Cos	st: \$	
Special Instructions:			
		· · · · · · · · · · · · · · · · · · ·	
,			
Thank You			
Case Manager:			
Phone:			



### San Mateo County Aging and Adult Services

225 37th Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

## ADULT PROTECTIVE SERVICES

## **Cancellation of Attendant Care Services**

то:	Phone:	Fax:
FROM:	Phone: (650) 573 -	Date:
Provider:		
Per our telephone conversation of	, I am	canceling services for:
Client Name:		
Address:		
Date of Last Service:		
Additional Information:		
	·	
Thank you,		
Case Manager's signature	<del></del>	Date

Copy to Maria E. Ochoa

rev. 12/28/10



## San Mateo County Aging and Adult Services

225 37<sup>th</sup> Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

## **DEPUTY PUBLIC GUARDIAN**

## **Cancellation of Attendant Care Services**

TO:	Phone:	Fax:
FROM:	Dhones (650) 572	
Provider		
Provider:		
Per our telephone conversation of	, I am	canceling services for:
Client Name:		
Address:		
Date of Last Service:		
		s.
Additional Information:		
Thank you,		
Deputy Public Guardian's signature		
Deputy Public Guardian's signature		Date
Copy to Maria E. Ochoa		

rev. 12/28/10

# AMENDMENT ONE TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NP PLUS, LLC, DOING BUSINESS AS PROFESSIONAL HEALTHCARE AT HOME

THIS AMENDMENT TO THE AGREEMENT, entered into this date	ay of
, 20, by and between the COUNTY OF SAN MATEO	,
hereinafter called "County," and NP PLUS, LLC, DOING BUSINESS AS	
PROFESSIONAL HEALTHCARE AT HOME, hereinafter called "Contractor";	

### <u>WITNESSETH</u>:

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 June 8, 2010, by Resolution 70813 in the amount of \$970,000 for a term of July 1, 2010 through June 30, 2013;

WHEREAS, the parties wish to amend the Original Agreement for the continuation of these services by increasing the collective amount by \$970,000 for Fiscal Year 2011-12 for a total amount of \$1,940,000;

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A (revised July 1, 2011), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised July 1, 2011). The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Contract exceed NINE HUNDRED SEVENTY THOUSAND DOLLARS (\$970,000) collectively for the period of July 1, 2011 through June 30, 2012 for all contracts approved under the same resolution. The total obligation for the term of these Agreements is ONE MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$1,940,000) collectively.

2. Original Exhibit A of the Agreement is replaced with Exhibit A (revised July 1, 2011) as attached.

- 3. Original Exhibit B of the Agreement is replaced with Exhibit B (revised July 1, 2011) as attached.
- **4.** Exhibits C and D are attached hereto and incorporated by reference herein.
- 5. All other terms and conditions of the Agreement dated June 8, 2009, 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: President, Board of Supervisors, San Mateo County
	Date:
ATTEST:	
By: Clerk of Said Board	
NP PLUS, LLC, DOING BUSINES	S AS PROFESSIONAL HEALTHCARE AT HOME
Contractor's Signature	
Date:	

### Exhibit "A" (revised July 1, 2011)

In consideration of the payments set forth in Exhibit "B" (revised July 1, 2011), Contractor shall provide the following services:

#### I. CONTRACTOR SHALL

- A. Provide services specifically indicated on the written authorization form for the specified Aging and Adult Services (AAS) program completed by the County (Exhibit C),
- **B.** Cease services upon receipt of written cancellation notification form for the specified AAS program completed by County (Exhibit D),
- C. Abide by the MSSP Site Manual, training manuals, and other guidance issued by the California Department of Aging Multipurpose Senior Services Program Branch. Contractor shall comply with any and all changes to State and federal law. (MSSP only)
- **D.** Shall develop a site-level grievance process that provides a structure to accept, acknowledge, respond to, and track client complaints. Clients may express these issues either orally or in writing. On-going services will not be interrupted or discontinued during the grievance process.
- E. Shall comply with Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements, Attachment H.
- F. Shall comply with all program and fiscal retention, reporting, monitoring and auditing requirements set forth by appropriate federal, State and local agencies, and as required by the County. County shall give reasonable notification to Contractor prior to an on-site visit. County shall conduct at least one annual on-site visit to examine records and documents necessary to determine compliance with relevant federal, State and local statutes, rules and regulations, and this Agreement, and evaluate the quality, appropriateness and timeliness of services performed.
- **G.** Maintain an Emergency Contingency Plan including training and testing.

#### II. DEFINITIONS OF SERVICES

- A. CAREGIVER VISIT (non-MSSP Programs only) provides a home visit of short duration that might require the activities described under CHORE, PERSONAL CARE and TRANSPORTATION. Some examples include: assistance with morning or evening preparation and clean-up, and unescorted transportation to a drop-off appointment with no waiting.
- B. 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.
- C. PERSONAL CARE (3.2) 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 bed-making, dusting and vacuuming, which are essential to the health and welfare of the recipient.
- D. CAREGIVER SERVICE (3.1, 3.2) provides household and personal assistance tasks described under A. CHORE and B. PERSONAL CARE. The caregiver does not transport the client but might be an escort to the client when transportation is provided by taxi, public transportation, contracted service, or Redi Wheels.
- E. 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.

- F. 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.g., natural disaster)
- G. 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.
- H. 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.
- I. RESPITE CARE (5.1, 5.2) 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.
- J. IN-HOME CARE/SLEEP OVER (non-MSSP Programs only) ensures provision of 12-hours night supervision and may include the house hold and personal assistance tasks described under A. CHORE and B. PERSONAL CARE. The caregiver does not transport the client but might be an escort to the client when transportation is provided by taxi, public transportation, contracted service, or Redi Wheels.
- K. LIVE-IN LEVEL I (BASIC CARE) (non-MSSP Programs only) Client is ambulatory, continent, requiring companion care for their safety.
- L. LIVE-IN LEVEL II (MEDIUM CARE) (non-MSSP Programs only) Client is incontinent, uses a walker or other equipment to ambulate; requires stand-by assistance when ambulating; requires assistance with personal care, bathing and dressing, meal prep, etc.

- M. LIVE-IN LEVEL III (HEAVY CARE) (non-MSSP Programs only) Client is requires total care: bed bound; wheelchair bound; incontinent of bowel and bladder; requires assistance with feeding and other ADL/IADLs, etc.
- N. TRANSPORTATION (6.3 AND 6.4) provides 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 "B" (revised July 1, 2011)

In consideration of the services provided by Contractor in Exhibit "A" (revised July 1, 2011), County shall pay Contractor based on the following fee schedule:

#### I. GENERAL PROVISIONS:

- A. No services shall be reimbursed other than those indicated on the written authorization form completed by the County (Exhibit C).
- **B.** No services shall be reimbursed after receipt of written notification of cancellation form completed by County (Exhibit D).
- C. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by the County, State or federal government, Contractor shall promptly refund the disallowed amount to County upon request, or, at is option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

#### II. RATES

A. ADULT PROTECTIVE SERVICES/ CENTRALIZED INTAKE, HIGH UTILIZERS' GROUP (HUG) PROJECT, LONG-TERM SUPPORTIVE SERVICES PROGRAM, AND MULTIPURPOSE SENIOR SERVICES PROGRAM

Code (MSSP)	Service	Unit	Rate	Holiday	Mileage
	Caregiver Visit (Maximum 1.5 hours)	Hour	\$42.00	\$57.00	,
3.1	Chore (Minimum 4 hours)	Hour	\$19.00	\$27.00	
3.2	Personal care (Minimum 4 hours)	Hour	\$19.00	\$27.00	
3.1, 3.2	Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	
	Caregiver for a couple (Minimum 4 hours)	Hour	\$25.00	\$35.00	·
	(2 clients in 1 household)		(per couple)	;	
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	.51*

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

Labor Day

Thanksgiving Day Christmas Day

Independence Day

### B. PUBLIC GUARDIAN

The Public Guardian will arrange for contracted home health care service for conservatees after an initial assessment of need is conducted by the assigned Deputy Public Guardian (DPG) and Public Health Nurse (PHN). When an adjustment in service hours is considered the DPG and PHN will conduct a reassessment of need.

Service Service	Unit	Rate	Holiday Rate	Mileage
Caregiver Visit (Maximum 1.5 hours)	Visit	\$42.00	\$57.00	
Chore (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver (Minimum 4 hours)	Hour	\$19.00	\$27.00	
Caregiver for a couple (Minimum 4	Hour	\$25.00	\$35.00	
hours) (2 clients in 1 household)		(per couple)		
Caregiver Service (Minimum 2 hours)	Hour	\$25.00	\$35.00	
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	\$55.00	.51*
Transportation (More than 2 hours)	Hour	\$20.00	\$28.00	.51*

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New Years Day Memorial Day Independence Day Labor Day
Thanksgiving Day

Christmas Day

\*Reimbursement for travel expenses under this Agreement shall be at the rates currently in effect, as established by the Internal Revenue Service (IRS). If the IRS rate changes during the term of the Agreement, the new rate shall apply upon its effective date and no amendment to this Agreement shall be necessary.

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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: Adult Protective Services/Centralized Intake, HUG, MSSP, 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,
- D. The signature of approval of the subcontractor's project director or an individual acting on his/her behalf; and
- **E.** Original receipts with dates, vendor names, and descriptions of services or purchases.

Invoices shall be submitted directly to:

Aging and Adult Services – San Mateo County Attention: Maria Ochoa, Community Program Coordinator 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 Agreement (or persons acting on their behalf) for any services reimbursed in whole or in part under this Agreement. Supplementation of existing rates from other funding sources is not allowable under current regulations.

# SAN MATEO COUNTY AGING AND ADULT SERVICES 225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

## ADULT PROTECTIVE SERVICES

TO:		PHONE: FAX:	
FROM:		PHONE: (650) 573 -	DATE:
Attendant	<del></del>	nfirmation of Telephone C	
Per our telephone conversation or	n, I ar	n confirming my order for:	
Client Name:		Phone #:	•
Address:		Contact Person:	
	SERVICE	ES TO BE DELIVERED	
Personal Care  Household Chore	s 🔲 Transı	portation RN/LVN Visit Es	scort Other
and the second	Pick up Med	licines Weekly Budget: \$	\$ <u></u>
	<b>S</b> :	HOURS OF SERVICE/SCHE	DOLE:
			DOLE:
COMMENTS/SPECIAL INSTRUCTIONS	CON	NTRACTED RATE  (personal care; household chores; protec	
COMMENTS/SPECIAL INSTRUCTIONS	CON our for a couple	NTRACTED RATE	tive supervision; escort)
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho  24-Hour Live-In Caregiver Level I \$	CON our for a couple 210:00/Day	NTRACTED RATE  • (personal care; household chores; protec	tive supervision; escort)
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho  24-Hour Live-In Caregiver Level I \$ (basic care)  24-Hour Live-In Caregiver Level I \$	CON our for a couple 210:00/Day 230:00/Day	NTRACTED RATE  e (personal care; household chores; protec  Respite In-Home Care \$19.00/Hour (3 hours or more)  Respite In-Home Care \$19.00/Hour	tive supervision; escort)  RN Visit \$85.00  LVN Visit \$70.00
24-Hour Live-In Caregiver Level I \$ (basic care)  24-Hour Live-In Caregiver Level I \$ (medium care)  24-Hour Live-In Caregiver Level I \$	CON our for a couple 210:00/Day 230:00/Day 250:00/Day	NTRACTED RATE  e (personal care, household chores; protec  Respite In-Home Care \$19,00/Hou (3 hours or more)  Respite In-Home Care \$19,00/Hou (3 hours or more)	tive supervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho  24-Hour Live-In Caregiver Level I \$ (basic care)  24-Hour Live-In Caregiver Level I \$ (medium care)  24-Hour Live-In Caregiver Level I \$ (heavy care)  In-Home Care, 12-Hour Care \$180.0	CON our for a couple 210:00/Day 230:00/Day 250:00/Day	NTRACTED RATE  (personal care; household chores; protection of the	tive supervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00
COMMENTS/SPECIAL INSTRUCTIONS  Caregiver Rate \$19.00 or \$25.00/Ho  24-Hour Live-In Caregiver Level I \$ (basic care)  24-Hour Live-In Caregiver Level I \$ (medium care)  24-Hour Live-In Caregiver Level I \$ (heavy care)  In-Home Care, 12-Hour Care \$180.0	CON our for a couple 210:00/Day 230:00/Day 250:00/Day	NTRACTED RATE  (personal care, household chores; protect  Respite In-Home Care \$19,00/Hou (3 hours or more)  Transportation — Escort \$19,00/Hr  Caregiver Visit \$42,00/Hour (max 1)  (ase Manager with questions.	tive supervision; escort)  RN Visit \$85.00  LVN Visit \$70.00  ST Visit \$96.00

Date

Signature of person who verified rotation list

## SAN MATEO COUNTY AGING AND ADULT SERVICES 225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900

### **DEPUTY PUBLIC GUARDIAN**

TO:		PHO	NE:		FAX:		
FROM:		РНО	NE: (650) :	573 -		DATE:	
	RE: Attendant (	Care Con	firmati	on of Telephone	Orde	ər	
ls this an order for on-g	joing services?   No	Yes If yes, ple	ease state es	timated duration of services.		] week(s)	month(s)
		· · · · · · · · · · · · · · · · · · ·					
•	e conversation on	, I am c	onfirmin	~ , ·			
Client Name:				Phone #:			
Address:			TOTAL COMPANY MARKET CO. C.	Contact Person:	ALL DE LEGISLATION DE LA CONTRACTION DE LA CONTR	11/2/\$\frac{1}{2} - \frac{1}{2} \frac{1}{2} - \frack{1} - \frac{1}{2} - \frac{1}{2} - \frac{1}{2} - \frac{1}{2} -	
AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	SE	ERVICES 1	O BE D	ELIVERED			**************************************
Personal Care	Household Chores	Transp	British Balance	Nurse Assessment		Escort	Other
Shopping/Grocer	ies Pi	ck up Medicir		Weekly Budget: \$	78		
DATES OF SERVIC	E:		HOU	RS OF SERVICE/SCHE	DULE:		
		CONTRA	· (crasis, f i				
Caregiver F	Rate \$19 or \$25/Hr. for a	couple (mi	n. 4 hrs) (	personal care, household chor	es; protec	ctive supervis	ion; escort)
Caregiver \	Visit \$42/Hour (max 1.5	hrs)	☐ In-H	ome, 12-Hour Care \$18	0/Nigh	t Shift (sle	epover)
24-Hour Liv	ve-In Care \$210/base ra	te	_ Initi	al Nurse Assessment \$	85.00		
24-Hour Liv	ve-In Care \$230/medium	ı care	Trai	nsportation Visit \$40/H	our (2 h	nrs or less	
	ve-In Care \$250/heavy c			nsportation \$20/Hour (r	er gruefiet i i		
			11 - 14 - 15 - 15 - 15 - 15 - 15 - 15 -				
	Please	contact Cas	e wanage	er with questions			
CASE MANAGER S	IGNATURE	DATE					
SUPERVISOR SIGN	NATURE	DATE	MANA	AGER SIGNATURE		· · · · · · · · · · · · · · · · · · ·	DATE
(	ONLY THESE WRITTE	EN SERVIC	ES ARE	AUTHORIZED FOR F	AYME	NT	
Signature of person	who verified rotation list	Date					

225 37<sup>th</sup> Avenue San Mateo, California 94403 (650) 573-3900 Fax: (650) 573-2310

## San Mateo County Aging and Adult Services

# Fax

10:	rax:	
From:	Date:Pages:	
Re: MSSP ~ Confirmation	of Telephone Order	
Provider:		
Per our telephone conversation of	, I am confirming my order for	;
Client name:	•	
Address:Contact Pe		
Services to be Delivered Hours per day ~ From Household Chore:  Personal Care: Transportation: Respite: RN / LVN visit: Social Day:		
Time:		
Date(s) Scheduled:  Total Units:  Hours, visits, days	Total Cost: \$	<u></u>
Special Instructions:		
	`	
Thank You		
Case Manager:		
Phone:		



### San Mateo County Aging and Adult Services

225 37<sup>th</sup> Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

## ADULT PROTECTIVE SERVICES

## **Cancellation of Attendant Care Services**

TO:	Phone:	Fax:		
FROM:	Dhana (650) 572			
	E Marie Carlo			
Provider:				
Per our telephone conversation of				
Client Name:				
Address:	····			
Date of Last Service:				
Additional Information:				
	·			
Thank you,				
• ,				
Case Manager's signature		Date		

rev. 12/28/10

Copy to Maria E. Ochoa



## San Mateo County Aging and Adult Services

225 37<sup>th</sup> Avenue San Mateo, CA 94403 Phone: 573-3900 FAX: 573-2310

### **DEPUTY PUBLIC GUARDIAN**

## **Cancellation of Attendant Care Services**

ro:	Phone:	Fax:
ROM:	Phone: (650) 573 -	Date:
Provider:		
	, I an	
Client Name:		
Date of Last Service:		
		S
Additional Information:	· .	
Thank you,		
Deputy Public Guardian's signatur	-e -	Date

Copy to Maria E. Ochoa

rev. 12/28/10