

AMENDMENT NO. 2 TO AGREEMENT WITH
NELSON/NYGAARD CONSULTING ASSOCIATES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and NELSON/NYGAARD CONSULTING ASSOCIATES (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on September 11, 2001 the parties hereto entered into Agreement 64743 (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended to read as follows:

1. Section 2. Payments

A. Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed SIXTY-NINE THOUSAND ONE HUNDRED FORTY DOLLARS (\$69,140) for the period of July 1, 2003 through June 30, 2004.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any

failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (E) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, and the Americans with Disabilities Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all references to audit and fiscal management requirements, shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

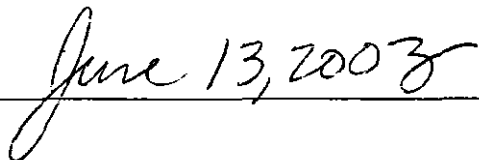
COUNTY OF SAN MATEO

NELSON/NYGAARD CONSULTING
ASSOCIATES

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

By:  _____

Date: _____

Date:  _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

RAF/ DATE
 R022,06-25-2003

PRODUCER
 MARINA DEVOULIN INS ASSOC/SCIC
 556012 P:(866)467-8730 F:(877)905-0457
 P. O. BOX 33015
 SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 NELSON NYGAARD, INC., NELSON NYGAARD
 CONSULTING ASSOCIATES
 833 MARKET STREET, SUITE 900
 SAN FRANCISCO CA 94103

INSURER a: Hartford Ins Co of the Midwest
 INSURER b: Hartford Fire Ins Co
 INSURER c: Hartford Casualty Ins Co
 INSURER d: The Hartford Ins Group
 INSURER e:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-TECT <input type="checkbox"/> LOC	57 UUC FH3051	12/01/02	12/01/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP ACC \$
B AUTOMOBILE LIABILITY: <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SHARED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	57 UUC FH3051	12/01/02	12/01/03	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO OWNED - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ ACC \$
C WAREHOUSE LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLES <input checked="" type="checkbox"/> RETENTION \$10,000	57 RHU YC2163	12/01/02	12/01/03	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
D WORKERS COMPENSATED AND EMPLOYERS' LIABILITY	57 WEC GY6724	09/01/02	09/01/03	<input checked="" type="checkbox"/> NO STATE-TEXT LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
OTHER				

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
 AGING AND ADULT SERVICES
 225 W 37TH AVE
 SAN MATEO CA 94403

ADDITIONAL INSURED: INSUREE LETTER:

CANCELLATION

UNLESS ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rose L. [Signature]