

AMENDMENT TWO TO THE AGREEMENT WITH  
ARCADIA HEALTH CARE, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and ARCADIA HEALTH CARE, INC. (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on February 5, 2002, the parties hereto entered into an agreement (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 as follows:

1. Section 2, Payments, Paragraph A Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. \_\_\_\_\_

A. \_\_\_\_\_ consideration of Contractors’ performance of the services described in Schedule A, for the Multipurpose Senior Services, Adult Protective Services, Linkages, and Public Guardian Programs and in Schedule B for the AIDS Waiver/Case Management Program the maximum amount the County shall be obligated to pay to all Contractors for services rendered under Agreements approved through Resolution Number 64703 and Resolution Number 65062 shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) collectively for the contract period of July 1, 2003 through June 30, 2004.”

2. Section 4. Hold Harmless, of the Original Agreement is hereby amended to read as follows:

“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.”

3. Section 10. Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

“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, but not limited to, Health Insurance Portability and Accountability 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. This amendment is 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. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

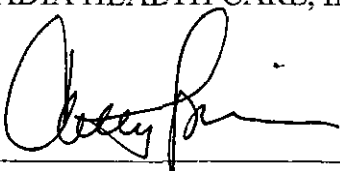
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of ARCADIA HEALTH CARE, INC., be amended accordingly.

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

ARCADIA HEALTH CARE, INC.

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

By:  \_\_\_\_\_

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

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

ATTEST:

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

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

<b>ACORD - CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YY) 06/10/03			
<b>PRODUCER</b> Aon Risk Services, Inc. of Illinois 200 East Randolph Chicago IL 60601			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.					<b>COMPANIES AFFORDING COVERAGE</b>	
PHONE - 665-283-7122      FAX - 647-953-5390			<b>COMPANY A</b> American Casualty Co. of Reading PA					<b>COMPANY B</b> Continental Casualty Company	
<b>INSURED</b> Arcadia Services, Inc. 26777 Central Park Boulevard Ste. 200 Southfield MI 48075 USA			<b>COMPANY C</b> Chicago Ins Co					<b>COMPANY D</b>	
COVERAGES									
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUP <input type="checkbox"/> OWNERS & CONTRACTORS PROT <input checked="" type="checkbox"/> PROFESSIONAL L.I.C.	AHC2704033	06/01/03	06/01/04	GENERAL AGGREGATE PRODUCTS - COMMER AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (IN THIS LINE) MED EXP (PER PERSON)	\$5,000,000      \$1,000,000			
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> TRUCKS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BQA267889299	06/01/02	08/01/04	COMBINED SINGLE LIMIT BODILY INJURY (Per person) PROPERTY INJURY (Per occurrence) PROPERTY DAMAGE	\$1,000,000      			
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE				
C	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	TBD	08/01/03	08/01/04	EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000			
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WOC247845148	06/01/02	06/01/04	<input checked="" type="checkbox"/> PER STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH-ACCIDENT EL DISEASE-POLICY LIMIT EL DISEASE-EA EMPLOYEE	\$1,000,000 \$1,000,000 \$1,000,000			
DESCRIPTION OF OPERATION/LOCATION/VEHICLES/SPECIAL ITEMS									
CERTIFICATE HOLDER				CANCELLATION					
ARCADIA HEALTH SERVICES, INC. 451 SHERMAN AVE, SUITE 105 PALO ALTO CA 94306 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (POWER OF THE LEFT). BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.					
AUTHORIZED REPRESENTATIVE: <i>John A. Williams</i>				ACORD: 25-S (1/95)					

Certificate No: 57009570915

Holder Identifier:

ACORD CORPORATION 1288

AMENDMENT TWO TO THE AGREEMENT WITH  
CARE RESOURCE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and CARE RESOURCE (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on February 5, 2002, the parties hereto entered into an agreement (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 as follows:

1. Section 2. Payments, Paragraph A Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractors' performance of the services described in Schedule A, for the Multipurpose Senior Services, Adult Protective Services, Linkages, and Public Guardian Programs and in Schedule B for the AIDS Waiver/Case Management Program the maximum amount the County shall be obligated to pay to all Contractors for services rendered under Agreements approved through Resolution Number 64703 and Resolution Number 65062 shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) collectively for the contract period of July 1, 2003 through June 30, 2004.”

2. Section 4. Hold Harmless, of the Original Agreement is hereby amended to read as follows:

“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 . . . . 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.”

3. Section 10. Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

“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, but not limited to, Health Insurance Portability and Accountability 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. This amendment is 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. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

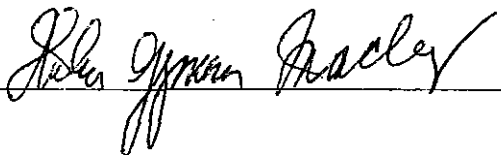
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of CARE RESOURCE, be amended accordingly.

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

CARE RESOURCE

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

By:  \_\_\_\_\_

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

Date: May 21, 2003

ATTEST:

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

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID #1  
GUZEN-1

DATE (MM/DD/YYYY)  
07/01/00

**PRODUCER**  
Caldwell & Associates  
Insurance Services, Inc.  
321 N. Mall Drive, #3-202  
St. George UT 84790  
Phone: 435-628-5378 Fax: 435-628-2224

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.

**INSURED**  
  
Curent, Inc  
401 Hillside Boulevard  
Daly City CA 94104

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Alternatives	
INSURER B: State Compensation Ins. Fund	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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

INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> AUTO <input type="checkbox"/> LOC	VH-HL-2000078-01	04/28/03	04/28/04	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$N/A MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Fire Dam 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	VH-HL-2000078-0	04/28/03	04/28/04	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1662560-02	12/31/02	12/31/03	WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

**CERTIFICATE HOLDER**  
  
INF0R01  
  
For Information Purposes Only.

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Mark Caldwell*



## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AMENDMENT TWO TO THE AGREEMENT WITH  
MATCHED CAREGIVERS

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and MATCHED CAREGIVERS (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on February 5, 2002, the parties hereto entered into an agreement (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 as follows:

1. Section 2, Payments, Paragraph A Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractors' performance of the services described in Schedule A, for the Multipurpose Senior Services, Adult Protective Services, Linkages, and Public Guardian Programs and in Schedule B for the AIDS Waiver/Case Management Program the maximum amount the County shall be obligated to pay to all Contractors for all such Agreements approved through Resolution Number 64703 and Resolution Number 65062 shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) collectively for the contract period of July 1, 2003 through June 30, 2004.”

2. Section 4. Hold Harmless, of the Original Agreement is hereby amended to read as follows:

“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.”

3. Section 10. Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

“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, but not limited to, Health Insurance Portability and Accountability 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. This amendment is 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. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of MATCHED CAREGIVERS be amended accordingly.

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

MATCHED CAREGIVERS

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

By:  \_\_\_\_\_

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

Date: 6/13/03

ATTEST:

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

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

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID VA MATCH-2	DATE (MM/DD/YYYY) 02/13/03
PRODUCER  (WC) Heffernan Insurance Brkrs 1350 Carlback Ave, Suite 200 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278	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.		
INSURED	INSURERS AFFORDING COVERAGE		NAIC #
Matched Care-Givers, Inc. Kathy Janz 211 Town & Country Village Palo Alto CA 94301	INSURER A: <b>American Alternative Ins.</b> INSURER B: <b>STATE FUND</b> INSURER C: INSURER D: INSURER E:		

**COVERAGES**

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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	HL200163900	11/15/02	11/15/03	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 1000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	INCL IN GL POLICY	11/15/02	11/15/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	HU500048100	11/15/02	11/15/03	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	165888203	01/01/03	01/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		OTHER				

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

**CERTIFICATE HOLDER**

COUNTY915  County of San Mateo Dept. of Aging and Adult Svcs 225 W. 37th Avenue San Mateo, CA 94403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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AMENDMENT THREE TO THE AGREEMENT WITH  
AT HOME HEALTH CARE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter . . . "County") and AT HOME HEALTH CARE (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 21, 2001, the parties hereto entered into an agreement (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 as follows:

1. Section 2, Payments, Paragraph A Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. . . . . In full consideration of Contractors' performance of the services described in Schedule A, for the Multipurpose Senior Services, Adult Protective Services, Linkages, and Public Guardian Programs and in Schedule B for the AIDS Waiver/Case Management Program the maximum amount the County shall be obligated to pay to all Contractors for services rendered under Agreements approved through Resolution Number 64703 and Resolution Number 65062 shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) collectively for the contract period of July 1, 2003 through June 30, 2004.”

2. Section 4. Hold Harmless, of the Original Agreement is hereby amended to read as follows:

“4. 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.”

3. Section 10. Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

“10. Contractor shall comply 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, but not limited to, Health Insurance Portability and Accountability 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. This amendment is 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. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

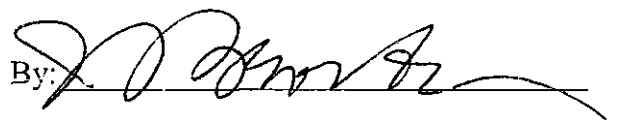
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of AT HOME HEALTH CARE be amended accordingly.

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

AT HOME HEALTH CARE

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

By:  \_\_\_\_\_

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

Date: 6-19-07 \_\_\_\_\_

ATTEST:

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

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



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID TO ATHOM-1	DATE (MM/DD/YYYY) 06/02/03
PRODUCER  (WC) Heffernan Insurance Brkrs 1350 Carlback Ave, Suite 200 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278		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.	
INSURED  At Home Health Care Bob Brock 160-B Birch Street Redwood City CA 94062		INSURERS AFFORDING COVERAGE INSURER A: State Fund INSURER B: American Alternative Ins. INSURER C: INSURER D: INSURER E:	NAIC #

**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.

INST ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC	VHHL20012540000	02/01/03	02/01/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	VHHL20012540000	02/01/03	02/01/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	76126703	01/01/03	01/01/04	<input checked="" type="checkbox"/> WC STATE TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B	Professional Liab.	VHHL20012540000	02/01/03	02/01/04	1 mil/3mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is named additional insured as respects to General Liability as per policy form. \*Except 10 day notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  County of San Mateo Aging & Adult Services Attn: Maria Gonzalez 225 W. 37th Avenue San Mateo CA 94403	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

<b>STATE COMPENSATION INSURANCE FUND</b>	HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
	IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.		

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

**IMPORTANT** THIS IS NOT A BILL  
 SEND NO MONEY UNLESS STATEMENT IS ENCLOSED  
 THE RATING PERIOD BEGINS AND ENDS AT 12:01AM  
 PACIFIC STANDARD TIME

CONTINUOUS POLICY 761-03  
 THE CALIFORNIA HOME HEALTH CARE  
 CONSORTIUM

AT HOME HEALTH CARE  
 160-B BIRCH ST  
 REDWOOD CITY, CALIF 94062

RATING PERIOD 1-01-03 TO 1-01-04  
 UNIT 267  
 DEPOSIT PREMIUM \$3,202.00  
 MINIMUM PREMIUM \$390.00  
 PREMIUM ADJUSTMENT PERIOD MONTHLY  
 REP 05 R NA

NAME OF EMPLOYER- AT HOME HEALTH CARE (A CORP)  
 (A CORPORATION)

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 01-01-03 TO 01-01-04

		BASE RATE	INTERIM BILLING RATE*
8810	CLERICAL OFFICE EMPLOYEES--N.O.C.	2.29	1.45
8834	PHYSICIANS--ALL EMPLOYEES--INCLUDING CLERICAL OFFICE EMPLOYEES.	6.04	3.83
8827	PUBLIC HEALTH NURSING ASSOCIATIONS-	20.24	12.83

EXPERIENCE MODIFICATION  
 1-01-03 TO 1-01-04 91 %

\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*

FEIN 943168142

Post-it <sup>®</sup> Fax Note	7671	Date	1-21-03	# of pages	2
To	LINKY	From	Bill-Brock		
Co/Dept	CLINTY	Co			
Phone #		Phone #	306-1152		
Fax #	573-3729	Fax #			

AMENDMENT THREE TO THE AGREEMENT WITH  
MEDICAL CARE PROFESSIONALS

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and MEDICAL CARE PROFESSIONALS (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 21, 2001, the parties hereto entered into an agreement (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 as follows:

1. Section 2, Payments, Paragraph A Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. . . . . In full consideration of Contractors' performance of the services described in Schedule A, for the Multipurpose Senior Services, Adult Protective Services, Linkages, and Public Guardian Programs and in Schedule B for the AIDS Waiver/Case Management Program the maximum amount the County shall be obligated to pay to all Contractors for services rendered under Agreements approved through Resolution Number 64703 and Resolution Number 65062 shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) collectively for the contract period of July 1, 2003 through June 30, 2004.”

2. Section 4. Hold Harmless, of the Original Agreement is hereby amended to read as follows:

“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, . . . 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.”

3. Section 10. Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

“10. . . . with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed with all applicable federal, state, county, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability 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. This amendment is 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. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of MEDICAL CARE PROFESSIONALS be amended accordingly.

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

MEDICAL CARE PROFESSIONALS

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

By: \_\_\_\_\_  
*S. M. G. [Signature]*

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

Date: 5/20/03

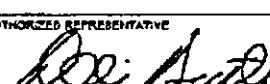
ATTEST:

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

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

<b>ACORD INSURANCE BINDER</b>		CER DB	DATE 06/27/03
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.			
PRODUCER Crist Elliott Machette Ins. License #OB17224 2201 Broadway, Suite 725 Oakland CA 94612 Michael H. Machette	PHONE (ISS. No. Exp): 510-832-8000 510-832-5054	COMPANY American International Group	BINDER # 6501 TRA
CODE: 000012654	SUB CODE	DATE EFFECTIVE 06/27/03	EXPIRATION DATE 08/27/04
AGENCY CUSTOMER ID: MEDIC-2	INSURED Medical Care Professionals Sharon Youngberg 363 El Camino Real #215 South San Francisco CA 94080	DESCRIPTION OF OPERATIONS VEHICLES/PROPERTY (including Location) Home Health Care Agency	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGES/FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY</b> <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/>	Commercial Property Inland marine Fidelity bond Electronic Data Processing	500 250 1000 250	80	10000 65000 25000 70000
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASSES MADE <input checked="" type="checkbox"/> COVER	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE FIRE DAMAGE (ANY DEDUCTIBLE) MED EXP (ANY DEDUCTIBLE)		\$ 1000000 \$ 10000 \$ 5000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>		PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPREHENSIVE COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER OCCASION) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROD UNINSURED MOTORIST		\$ 1000000 \$ 2000000 \$ 1000000 \$ 1000000 \$ \$ \$ \$ \$ \$
<b>AUTO PHYSICAL DAMAGE</b> <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COLL	DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER		\$ \$ \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UNIVERSAL FORM <input type="checkbox"/> OTHER THAN UNIVERSAL FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION W/C STATUTORY LIMITS		\$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>		EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT		\$ \$ \$
<b>SPECIAL CONDITIONS OTHER COVERAGES</b>	Professional Liability, classes made, \$1,000,000/\$3,000,000 with \$2,500 deductible, retro date 6-27-02	FERO TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

<b>NAME &amp; ADDRESS</b>		MORTGAGE LOSS PAYEE	ADDITIONAL INSURED
		LOANS	
		AUTHORIZED REPRESENTATIVE 	

AMENDMENT THREE TO THE AGREEMENT WITH  
NURSE PROVIDERS, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and NURSE PROVIDERS, INC. (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 21, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor 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 as follows:

1. Section 2, Payments, Paragraph A Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractors' performance of the services described in Schedule A, for the Multipurpose Senior Services, Adult Protective Services, Linkages, and Public Guardian Programs and in Schedule B for the AIDS Waiver/Case Management Program the maximum amount the County shall be obligated to pay to all Contractors for services rendered under Agreements approved through Resolution Number 64703 and Resolution Number 65062 shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) collectively for the contract period of July 1, 2003 through June 30, 2004.”

2. Section 4. Hold Harmless, of the Original Agreement is hereby amended to read as follows:

“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.”

3. Section 10. Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

“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, but not limited to, Health Insurance Portability and Accountability 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. This amendment is 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. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

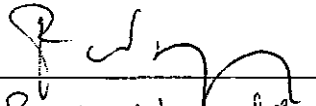
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of NURSE PROVIDERS, INC. be amended accordingly.

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

NURSE PROVIDERS, INC.

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

By: \_\_\_\_\_  
  
Bruce Westenberg  
Dir. of Operations

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

Date: \_\_\_\_\_ 2/2/03

ATTEST:

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

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

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 06/02/2003

**PRODUCER** 877-559-6769  
 Willis North America, Inc. - Regional Cert Center  
 11201 N. Tatum Boulevard  
 Suite 300  
 Phoenix, AZ 85028

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** Nurse Providers, Inc.  
 Attn: Bruce Weisenberg  
 355 Gellert Blvd., #152  
 Daly City, CA 94015

INSURER A: Valley Forge Insurance Company 20509  
 INSURER B: American Casualty Company of Reading, PA 20427  
 INSURER C:  
 INSURER D:  
 INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, 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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2057557068	10/19/2002	10/19/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER Professional Liability Limit	264962082	10/19/2002	10/19/2003	\$1,000,000 Each Occurrence \$6,000,000 Aggregate

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

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

San Mateo County Health Services Agency  
 Aging and Adult Services  
 230 37th Ave., Rm 140  
 San Mateo, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Rita D. Johnson*

# MARSH

## CERTIFICATE OF INSURANCE

POLICY NUMBER: 26075-KSL-NURSE-2001  
 DATE: 01/01/03

**PRODUCER**  
 Marsh, Inc.  
 600 Renaissance Center, Suite 2100  
 Detroit, MI 48243

26075-KSL-NURSE-2001

**INSURED**  
 NURSE PROVIDERS, INC.  
 KELLY STAFF LEASING, INC.  
 110 WEST A STREET  
 SUITE 1700  
 SAN DIEGO, CA 92101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE	
COMPANY	A CNA INSURANCE COMPANIES
COMPANY	B AMERICAN ALTERNATIVE INSURANCE CO
COMPANY	C
COMPANY	D

**COVERAGES** This Certificate supersedes and replaces any previously issued Certificate for the policy period indicated.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$																
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$																
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$																
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 251908926 (AZ, WI, OR)	01/01/03	01/01/04	<table border="1"> <tr> <td>X</td> <td>WC STATUTORY LIMITS</td> <td>EE</td> <td></td> </tr> <tr> <td>EL</td> <td>EACH ACCIDENT</td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td>EL</td> <td>DISEASE POLICY LIMIT</td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td>EL</td> <td>DISEASE EACH EMPLOYEE</td> <td>\$</td> <td>1,000,000</td> </tr> </table>	X	WC STATUTORY LIMITS	EE		EL	EACH ACCIDENT	\$	1,000,000	EL	DISEASE POLICY LIMIT	\$	1,000,000	EL	DISEASE EACH EMPLOYEE	\$	1,000,000
X	WC STATUTORY LIMITS	EE																			
EL	EACH ACCIDENT	\$	1,000,000																		
EL	DISEASE POLICY LIMIT	\$	1,000,000																		
EL	DISEASE EACH EMPLOYEE	\$	1,000,000																		
A	THE PROPRIETARY PARTNER/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXC	WC 251908912 (ALL OTHER INSURED STATES)	01/01/03	01/01/04																	
A	EXCESS WORK COMP	W128573759 (CA, M, OH) (EXCESS OF \$10,000,000 IN WA)	01/01/03	01/01/04	SAME LIMITS AS WC/EL ABOVE																
B	EXCESS WORK COMP	XW-0000002-00 (WA)	01/01/03	01/01/04	SAME TOTAL AS WC/EL ABOVE																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 Applicable to Leased Employees Only, Per Client Service Agreement.

**CERTIFICATE HOLDER**

MARIE SHANKS HEALTH AGING AND ADULT SERVICES  
 230 37TH AVENUE, ROOM 140  
 SAN MATEO, CA 94403

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.  
 BY: Janice B Collins *Janice B. Collins*  
 MM: (3-02) VALID AS OF: 06/23/03

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**HIRED AUTO AND NON-OWNED AUTO LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS ACCOUNT PACKAGE POLICY – BUSINESSOWNERS LIABILITY COVERAGE FORM.  
BUSINESSOWNERS COMMON POLICY CONDITIONS**

The provisions of this endorsement apply only as respects  
Hired Auto and Non-Owned Auto Liability Coverage.

**I. HIRED AUTO LIABILITY**

The insurance provided under Paragraph 1. Business Liability (SECTION A. COVERAGES) applies only to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

**II. NON-OWNED AUTO LIABILITY**

The insurance provided under Paragraph 1. Business Liability (SECTION A. COVERAGES) applies only to "bodily injury" or "property damage" arising out of the maintenance or use of a "non-owned auto" by any person other than you in the course of your business.

**III. SECTION B. EXCLUSIONS** is amended by the following:

**A.** Exclusions **c., e., g., h., j., k., l., m., n., o., p.,** and **q.** do not apply.

**B.** The following exclusions are added:

**Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who may pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or

- (2) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.

**Damage to Property**

"Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody, or control of the insured.

**Auto Used in Your Business**

"Bodily injury" or "property damage" if you are an insured on an Auto insurance policy that insures "autos" used in your business.

**IV. SECTION C. WHO IS AN INSURED** is replaced by the following:

**SECTION C. WHO IS AN INSURED**

Each of the following is an insured under this insurance to the extent set forth below:

- 1. You.
- 2. Any other person using a "hired auto" with your permission.
- 3. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
- 4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above.

None of the following is an insured:

- 1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- 2. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

- 3. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
- 4. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- 5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**V. SECTION D. LIMITS OF INSURANCE is replaced by the following:**

**SECTION D. LIMITS OF INSURANCE**

Regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought;
- c. Persons or organizations making claims or bringing "suits"; or
- d. "Autos",

the Hired Auto and Non-Owned Auto Liability Each Occurrence Limit shown in the Declarations is the most we will pay for damages under SECTION A. COVERAGES because of all "bodily injury" or "property damage" arising out of the maintenance or use of a:

- 1. "Hired auto" by you or your "employees" in the course of your business; or
- 2. "Non-owned auto" by any person other than you in the course of your business,

and arising out of any one "occurrence".

The limit of this endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after

issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

**VI. Condition H. Other Insurance, of the Businessowner-Common Policy Conditions, is replaced by the following:**

**H. Other Insurance.**

This insurance is excess over any other valid collectible insurance available to you.

**VII. Definition 8. "Insured contract" (SECTION F. DEFINITIONS) is amended by the addition of the following:**

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

**VIII. The following definitions (SECTION F. DEFINITIONS) are added:**

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

"Hired auto" means any "auto" you lease, hire, rent or borrow which is used in connection with your business. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

2002076530251000037458422563



AMENDMENT THREE TO THE AGREEMENT WITH  
RAINBOW HOME CARE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and RAINBOW HOME CARE (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 21, 2001, the parties hereto entered into an agreement (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 as follows:

1. Section 2, Payments, Paragraph A Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. . . . . In full consideration of Contractors' performance of the services described in Schedule A, for the Multipurpose Senior Services, Adult Protective Services, Linkages, and Public Guardian Programs and in Schedule B for the AIDS Waiver/Case Management Program the maximum amount the County . . . . . to pay to all Contractors for services rendered under Agreements approved through Resolution Number 64703 and Resolution Number 65062 shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) collectively for the contract period of July 1, 2003 through June 30, 2004.”

2. Section 4. Hold Harmless, of the Original Agreement is hereby amended to read as follows:

“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 . . . has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.”

3. Section 10. Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

“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, but not limited to, Health Insurance Portability and Accountability 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. This amendment is 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. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

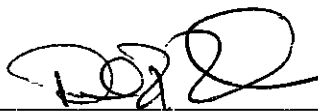
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of RAINBOW HOME CARE be amended accordingly.

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

RAINBOW HOME CARE

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

By:  \_\_\_\_\_

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

Date: 5/20/2008

ATTEST:

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

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





# CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)

01/07/03

Product# (510) 222-8643  
**GALEN HAYES INSURANCE AGENCY**  
 50 SAN PABLO DAM ROAD # C  
 SOBRANTE, CA 94803

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.

## COMPANIES AFFORDING COVERAGE

Company **A** **SCOTTSDALE INSURANCE COMPANY**

Company **B**

Company **C**

Company **D**

Insured **RAINB01-DRG**

**DAVID ZINK**  
**RAINBOW HOME CARE**  
**62 LLOYD STREET**  
**SAN FRANCISCO** **CA 94117**

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contractor's Protective	CL80807462	11/16/02	11/16/03	General Aggregate \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Products-Completed Ops Agg \$ 1,000,000 Personal & Advertising Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Fire Damage (any 1 fire) \$ 100,000 Medical Expense (any one person) \$ 1,000
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> Any Auto				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Auto Only - Each Accident Other Than Auto Only Each Occurrence Aggregate
	<b>WORKERS' COMPENSATION &amp; EMPLOYERS' LIABILITY</b> <input type="checkbox"/> The Proprietor/Partners/Executive Officers, etc. <input type="checkbox"/> Incl <input type="checkbox"/> Excl				Statutory Limit   Other EL Each Accident EL Disease-Policy Limit EL Storage-Employee
A	<b>OTHER</b> <b>PROFESSIONAL LIABILITY</b>	CPS0471576	11/16/02	11/16/03	\$1,000,000. \$500. DED. PER CLAIM

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

## CANCELLATION

001

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

*Galen H. Hayes*

2002 PREMIUM INCREASE ENDORSEMENT -  
CALIFORNIA

REP 03  
761-02 0003  
RENEWAL  
NB  
1-84-56-36  
PAGE 1

**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

HOME OFFICE  
SAN FRANCISCO

**ENDORSEMENT AGREEMENT**

**EFFECTIVE DECEMBER 31, 2002 AT 12.01 A.M.**

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

**RAINBOW HOME CARE**

**62 LLOYD ST  
SAN FRANCISCO, CA 94117**

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT  
WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THE PREMIUM RATES OF THIS POLICY ARE  
SUBJECT TO AN INCREASE OF 5.1% EFFECTIVE JANUARY 1, 2003.

THIS REPRESENTS A COMBINED PURE PREMIUM INCREASE OF 0.2%  
EFFECTIVE AS OF THE INCEPTION DATE OF THIS POLICY AND AN  
ADDITIONAL 4.9% EFFECTIVE AS OF 12:01 A.M.,  
JANUARY 1, 2003. THE INCREASES WERE APPROVED BY THE  
STATE OF CALIFORNIA INSURANCE COMMISSIONER IN THE  
DEPARTMENT OF INSURANCE FILE NO. RH 02022520, TO REFLECT  
THE INCREASED COST OF PROVIDING BENEFITS UNDER THE WORKERS'  
COMPENSATION LAWS OF CALIFORNIA IN ACCORDANCE WITH AB 749  
(CHAPTERED FEBRUARY 19, 2002, CHAPTER 6, STATUTES OF 2002).

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2003

2024

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

INTERIM BILLING RATE MODIFICATION

REP 03  
761-02 00031  
RENEWAL  
NB  
1-84-56-36  
PAGE 2

**STATE  
COMPENSATION  
INSURANCE  
FUND**

HOME OFFICE  
SAN FRANCISCO

ENDORSEMENT AGREEMENT  
EFFECTIVE DECEMBER 31, 2002 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

RAINBOW HOME CARE  
  
62 LLOYD ST  
SAN FRANCISCO, CA 94117

CONTINUED

IT IS AGREED THAT THE INTERIM BILLING RATE AND RATING PLAN  
CREDITS (DEBITS) ARE AMENDED AS FOLLOWS.

EFFECTIVE FROM 1/01/03 TO 12/31/03

RATING PLAN MODIFIER	0.88791
ESTIMATED PREMIUM DISCOUNT MODIFIER	<u>0.83140</u>
COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES.	0.73821

\*\*\*\*\*

\*  
\* PREMIUM DISCOUNT SCHEDULE EFFECTIVE 1/01/03 TO 12/31/03 \*  
\*  
\* ESTIMATED MODIFIED PREMIUM IS DISCOUNTED \*  
\* ACCORDING TO THE FOLLOWING SCHEDULE: \*  
\* FIRST ABOVE \*  
\* \$2,500 \$2,500 \*  
\* 0.0% 17.5% \*  
\*  
\*\*\*\*\*

THE ESTIMATED PREMIUM DISCOUNT IS BASED ON AN ESTIMATE OF YOUR  
PAYROLL. ACTUAL PREMIUM DISCOUNT APPLIED AT FINAL BILLING WILL  
BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND  
SUBJECT TO AUDIT.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MARCH 17, 2003

2900F

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

# STAR INSURANCE COMPANY

350 Sansome Street, Suite #1000 San Francisco, CA 94104

## REINSTATEMENT NOTICE

November 12, 2002

DAVID ZINK  
DBA: RAINBOW HOME CARE  
62 LLOYD STREET  
SAN FRANCISCO, CA 94117

RE: BOND NUMBER: **SP5168496**  
BOND AMOUNT: **\$20,000.00**  
TYPE OF BOND: **BUSINESS SERVICES/OVER 5 EMPLOYEES**

OBLIGEE: **NOT APPLICABLE**

On 10/20/2002 NOTICE OF CANCELLATION on the captioned bond was mailed, said bond is hereby reinstated

Said bond remains in full force and effect.

Your Agent is:

Producer: **5679**  
**HAYES INSURANCE AGENCY**  
**3550 SAN PABLO DAM ROAD SUITE C**  
**EL SOBRANTE CA 94808**

Phone: **(510) 222-8643**

**STAR INSURANCE COMPANY**

By: \_\_\_\_\_

Attorney-in-Fact

Customer's Copy