

AMENDMENT TWO TO THE AGREEMENT WITH  
CATHOLIC CHARITIES OF SAN FRANCISCO

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

WITNESSETH:

WHEREAS, on June 19, 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. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A for the Multipurpose Senior Services Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) collectively for the contract period July 1, 2003 through June 30, 2004.”

2. Section 4, H 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 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.

3. All provisions of the Original Agreement, including all references to audit and fiscal management requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of CATHOLIC CHARITIES OF SAN FRANCISCO 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

CATHOLIC CHARITIES OF SAN FRANCISCO

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

By: <sup>CYO</sup> Mary Gale Jaramba

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

Date: 7-22-03

ATTEST:

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

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

AMENDMENT TWO TO THE AGREEMENT WITH  
MILLS-PENINSULA SENIOR FOCUS

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

W I T N E S S E T H:

WHEREAS, on December 18, 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, Payment, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A for the Multipurpose Senior Services Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) collectively for the contract period 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, Contractor's Compliance with Applicable Laws of the Original Agreement is amended to read as follows:

"10. Contractor's 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, the 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. \_\_\_\_\_ 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 monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of MILLS-PENINSULA SENIOR FOCUS 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

MILLS-PENINSULA SENIOR FOCUS

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

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

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

Date: 7/30/03

ATTEST:

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

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

AMENDMENT TWO TO THE AGREEMENT WITH  
PENINSULA VOLUNTEERS/ROSENER HOUSE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and PENINSULA VOLUNTEERS/ROSENER HOUSE (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on June 19, 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 . . . . . 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. . . . . consideration of Contractor's performance of the services described in Schedule A for the Multipurpose Senior Services Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) collectively for the contract period 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

. . . . . 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 . . . . . (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to . . . . . 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 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.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

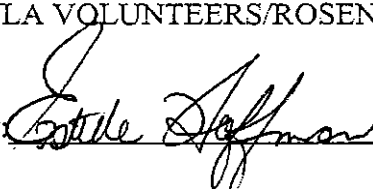
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of PENINSULA VOLUNTEERS/ROSENER HOUSE be amended accordingly.

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

COUNTY OF SAN MATEO

PENINSULA VOLUNTEERS/ROSENER HOUSE

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

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

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

Date: July 17 2003

ATTEST:

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

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

AMENDMENT TWO TO THE AGREEMENT WITH  
SOUTH SAN FRANCISCO ADULT DAY CARE PROGRAM

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

W I T N E S S E T H:

WHEREAS, on June 19, 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. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A for the Multipurpose Senior Services Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) collectively for the contract period July 1, 2003 through June 30, 2004.”

2. Section \_\_\_\_\_ 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 or contributions under the Social Security Act, 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 held liable by reason of its own negligence or willful misconduct."

3. Section 10, Compliance of the Original Agreement is 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 if they were part of this Agreement, 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.
3. 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 SOUTH SAN FRANCISCO ADULT DAY CARE PROGRAM 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

SOUTH SAN FRANCISCO ADULT DAY CARE PROGRAM

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

By: MAW SR

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

Date: 7.25.03

ATTEST:

**APPROVED**

DATE 7/24/2003

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

[Signature]  
CITY ATTORNEY

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

ATTEST:  
[Signature]  
City Clerk 7/28/03