

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN IN-HOME  
SUPPORTIVE SERVICES PUBLIC AUTHORITY AND  
ADDUS HEALTHCARE, INC.

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (hereinafter called the "Authority") and ADDUS HEALTHCARE, INC., (hereinafter called "Contractor").

W I T N E S S E T H:

WHEREAS, on June 19, 2001 both parties entered into Agreement 64533 (hereinafter referred to as the "Original Agreement") for the purpose of performing the professional services described in that Original Agreement; and

WHEREAS, both parties have agreed that a revision to the Agreement is both necessary and vital to the successful accomplishment of said agreement; and

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

1. Section IV, FISCAL PROVISIONS

"A. Cost/Rates

1. The maximum payable under this Contract shall not exceed \$2,719,687 in 2001-02 and \$2,766,400 in 2002-03 and \$3,329,083 in 2003-04. This amount will purchase a maximum of 182,000 service hours per year. Hours from July 1, 2001 through October 31, 2001 to be paid at the rate of \$14.43. Hours from November 1, 2001 to June 30, 2003 to be paid at a fixed rate of \$15.20 per hour. Hours for July 1, 2003 to July 31, 2003 to be paid at a fixed rate of \$18.75 per hour, and hours for August 1, 2003 through June 30, 2004 to be paid at a fixed rate of \$18.25.

Public Authority's financial obligation under this Contract shall not exceed \$8,815,164.

Pursuant to WIC Section 12302.1, this is a three-year Contract."

2. Section V, GENERAL PROVISIONS

"F. Laws Gov. - Contract

1. 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.

"J. Hold Harmless and Indemnification

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.

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.

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

ADDUS HEALTHCARE, INC.

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

By:                                          

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

Date: 7/14/13

ATTEST:

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

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

## PRODUCER

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.

## COMPANIES AFFORDING COVERAGE

PHONE - 866-283-7122

FAX - 847-953-5390

## INSURED

Addus HealthCare, Inc. et al  
2401 South Plum Grove Road  
Palatine, IL 60067 USA

COMPANY A American Casualty Co. of Reading PA

COMPANY B Continental Casualty Company

COMPANY C Chicago Ins Co

COMPANY D

## 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Professional Liab.	AHC2704036	06/01/03	06/01/04	GENERAL AGGREGATE	\$3,000,000
					PRODUCTS - COMP/OP AGG	
					PERSONAL & ADV INJURY	
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	
					MED EXP (Any one person)	
B	AUTOMOBILE LIABILITY <input checked="" 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	BUA247898299	06/01/02	06/01/04	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
C	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	TBD	06/01/03	06/01/04	AGGREGAT	
					EACH OCCURRENCE	\$5,000,000
					AGGREGATE	\$5,000,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC247845148	06/01/02	06/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE-EA EMPLOYEE	\$1,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is listed as additional insured with respect to the general liability policy as their interest may appear.

## CERTIFICATE HOLDER

County of San Mateo  
Aging and Adult Services  
225 37th Ave  
San Mateo, CA 94403 USA

## CANCELLATION

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 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

