

**AMENDMENT THREE 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"),

**WITNES SETH:**

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 the Agreements approved by the adoption of Resolution 64534 dated June 19, 2001 and **Resolution 64980** dated December 18, 2001, shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) collectively for the period of July 1, 2004 through June 30, 2005. The total obligation for the term of these Agreements, is FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000) collectively."

2. SCHEDULE A, PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES **PROGRAM**

Rates amended as follows:

Services and Rates of Payment for Catholic Charities of San Francisco – for July 1, 2004 to June 30, 2005

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
1.0	day	Adult Day Support Center, day=6 hrs.	\$35.00

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 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: Mark Church

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

President, Board of Supervisors

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

Date:     J    ~    ~    ~    

ATTEST:

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

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

Cf~ent1490

CATHCHA4

# ACORD~CERTIFICATE OF LIABILITY INSURANCE

DATE 4MMIObrVYY) 06/30/04

F-ODUCEP

Arthur .1. Gallagher & Co. Ins.  
~rokey-of CA Inc 1ic.#072629~  
One Market Spear Twr Ste 200  
San Frarcisco, CA 94105

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

INSURERS AFFORDING COVERAGE

NAIC #

-URED

ROMAN CATHOLIC ARCHBISHOP SAN FRANCISCO  
ONE PETER YORKE WAY  
SAN FRANCISCO, CA 94109

NSU-- THE ORDINARY MUTUAL  
NSU-RB TRAVELERS PROPERTY CAS  
i~u~d LEXINGTON INSURANCE  
~U-R D FEDERAL INSURANCE  
INSUREF-L

## COVERAGES

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

TYPE OF IN&U1(ANC-	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b> DENERLIA-LIY COMMERCIAL GENERAL LIABILITY CJ-IMADE OCCUR GEN'L CORE 3A-ELIMIT APPLIES PER- 1 POLICY fl LOC	CGAL0022004	07/01/04	07/01/05	EAC-4 OCCURRENCE ~t000 000 E E a ~ ~ r E e l ~50~000 MED EXP I A r ~ Y t t o p o t ~ o n ~5,000 FERS DNAL & ADVI WURY StPOO,000 GENERAL AOGP.CGATE ~2,000~000 PRODUCTS. COMPJOP A.GG E2 0001000
<b>A</b> AUTOMO-ILLIABILITY ANY AUTO ALL OWNED AUTOB SCHEDULED AJIOS HIRED A)TCS NON-OWNED AUTOS	C6AL0022004	07/01/04	07/01/05	COMBINE SINGLE LIMIT ~E-CO-5n) \$1,000,000 BODILY INJURY IP~rEer~) E BODILY INJVRY Per B~der~) PROPERTY DAMAGE (PereselaBn)
ORAROE LIABILITY. ANY AUTO				AUTO ONLY - GA ACCIDENT OTHER THAN AUTO ONLY:
<b>E-CGBS/UMBRELLA</b> LIABILITY CCCU~ CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE --- \$
<b>B</b> WORKERB GOMPEI-1SAT10NAND EMPLOYERS LIABILITY ANY PROPRIETORJFARTNERJEXECUTIVE OFFICER/ MEMBER S(CLUDED? /1 yd~E8pctb0 urfd~r 5~FCIAIFROVIGIONS below	TC2J11B419.J841504	01/01/04	01/01/05	X TQ~JJM11~ EL. EACH ACCIDENT ~1,000,000 EL. DISEASE EA EMPLOYEE si,000,000 EL. DISEASE POLICY LIMIT si,000,000
<b>C</b> O~I~CRIME	679124.4	07/01/04	07/01/05	\$250,000 DED. \$35,000
<b>D</b> PROFESSIONAL LIAB	9151 8390	07/01/04	07/01/05	IMILL per Occ 3MILL Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
RE: Catholic Charities CYO. 2255 Hayes St., 4th Floor, San Francisco, CA 94117 as respects to San Caries Adult Day Contor . 787 Walnut St., San Carlos, CA 94070 Meals on Wheels . 36-37th Ave., San Mateo, CA 94403.  
Certificate Holder i~Additional Insured.

## CERTIFICATE HOLDER

County of San Mateo, Aging and Adult Services  
Attn: Marie Shank  
225 . 37th Avenue  
San Mateo, CA 94402

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THIS 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

~j~J~ i4~---

## 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.

POLICY NUMUER: OGAL0022004

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CUANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED- DESIGNATED PERSON or ORGANIZATION

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

County of San Mateo, Aging arid Adult Service5  
Attn: Marie Shank  
225 - 37th Avenue  
San Mateo, CA 94402

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section li) is ~mer'ide~~th~~ inc'ude as an insured the person or organization shown in the Schedule, but only with respect to liability aris~~in~~g out of your operations or premises owned by or rented to you.

RE~ Catholic Charities CYO, 2255 Hayes St., 4th Floor, San Francisco, CA 94117 as respects to San Carlos Adult Day Center - 787 Walnut St., San Carlos, CA 9~070Meals on ~heels - 36-37th Ave., San Mateo, CA 94403. Certificate Holder is Additional Insured.

AMENDMENT THREE TO THE AGREEMENT WITH  
MILLS-PENINSULA SENIOR FOCUS, INC.

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

WITNESSETH:

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, 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 the Agreements approved by the adoption of Resolution 64534 dated June 19, 2001 and Resolution 64980 dated December 18, 2001, shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) collectively for the period of July 1, 2004 through June 30, 2005. The total obligation for the term of these Agreements is FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000) collectively."

2. SCHEDULE A, PART II SERVICES AND RATES OF PAYMENT SPECIFIC  
TO THE MULTIPURPOSE SENIOR SERVICES PROGRAM

Rates amended as follows:

**SUTTER INSURANCE SERVICES CORPORATION**  
**Grosvenor Center, Mauka Tower**  
**737 Bishop Street #2100**  
**Honolulu, HI 96813**  
**For further information referencing this Certificate, contact:**  
**Sutter Health Risk Management Department (916) 286-6520**

Certificate Number: 04-1-253

Issue Date: January 1, 2004

Mills Peninsula Health Services  
 Senior Focus, Inc.  
 100 South San Mateo Drive  
 San Mateo, CA 94401

**COVERAGE**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the certificate 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.

**TYPE OF COVERAGE**

Healthcare Professional Liability & Commercial General Liability

SISCO (Claims made):

LIMIT:

Primary: **SIS 2004-1**

\$1,000,000/Claim

Retroactive Date: 4/1/94 (MPHS)

Certificate Effective Date: 01/01/04

Certificate Expiration Date: 01/01/05

**REASON FOR INTEREST**

RE: Evidence of liability insurance in connection with the Senior Focus Alzheimer's Day Care Resource Center and Adult Day Health Program.

**CERTIFICATE HOLDER**

County of San Mateo  
 225 West 37th Avenue  
 San Mateo, CA 94403  
 Attn: Aging and Adult Services

Should any of the above described policies be canceled 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 /

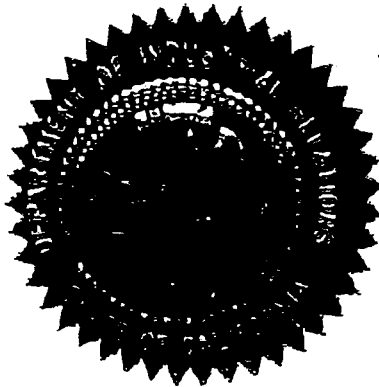
STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

Nvr~n1993-K

# CERTIFICATE OF CONSENT TO SELF-INSURE

**MILLS-PENINSULA HEALTH SERVICES (a California corporation)**  
THIS IS TO CERTIFY, That ~4~Y of SLitter Health  
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.



EFFECTIVE:

THE 1st DAY February ~jjo

  
MARK B. ASHCRAFT MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

STEPHEN J. SMITH

• Revocation of Certificate of Consent to Self-Insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employee to fulfill his obligation, or the participation by the employer, or his agent in the violation of the obligation. Under no provision of any of the following: (a) Habitually and as a matter of practice and custom inducing consent for compensation to accept less than the compensation due or making it necessary for them to resort to proceeding, against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury in the public eye to the State of California. (Section 3102 of Labor Code.) The Certificate may be revoked free noncontingent with Title R, California Administrative Code, Group 2—Administration of Self-Insurance.



AMENDMENT THREE 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"),

WITNES SETH:

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 the Agreements approved by the adoption of Resolution 64534 dated June 19, 2001 and Resolution 64980 dated December 18, 2001, shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) collectively for the period of July 1, 2004 through June 30, 2005. The total obligation for the term of these Agreements is FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000) collectively."

2. SCHEDULE A, PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES PROGRAM

Rates amended as follows:

Services and Rates of Payment for Peninsula Volunteers/Rosener House – for July 1, 2004 to

June 30, 2005

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
1.0	day	Adult Day Support Center, day=6 hrs.	\$35.00

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 duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

PENINSULA VOLUNTEERS/ROSENER HOUSE

By: \_\_\_\_\_  
Mark Church  
President, Board of Supervisors

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

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

Date: ~-nz. ~ \_\_\_\_\_ ~CX~Ç

ATTEST:

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

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

# ACORF~CERTIFICA~.. OF LIABILITY INSURAI~E

DATE (MM/DD/YYYY)  
02/03/2004

PRODUCER (650)341-4484 FAX (650)341-4465  
**Business Professional Ins. Assoc. Inc.**  
 1519 South B Street  
 San Mateo, CA 94402

**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 **Peninsula Volunteers, Inc.**  
 800 Middle Avenue  
 Menlo Park, CA 94025

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Riverport Insurance</b>	
INSURER B: <b>State Compensation Ins. Fund</b>	
INSURER C: <b>US Liability Insurance</b>	
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 ~DDI	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE IMMDDIYYI	POLICY EXPIRATION DATE IMMDD/YYI	LIMITS	
	GENERAL LIABILITY	<b>RP0004646</b>	<b>02/01/2004</b>	<b>02/01/2005</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
A	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR				DAMAGE TO RENTED PRFMi-FS F--JrRnr--	\$ <b>50,000</b>
					PERSONAL AUTO INJURY	\$ <b>00</b>
					GENERAL AGGREGATE	\$ <b>1,000,000</b>
					PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>
	GE *L AGGREGATE LIMIT APPLIES PER:					
A	POLICY <b>II ~ II</b> LOC AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	<b>RP0004646</b>	<b>02/01/2004</b>	<b>02/01/2005</b>	COMBINED SINGLE LIMIT (Ea accident)	<b>1,000,000</b>
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY ~ANYAUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EAACC AGG	\$
A	EXCESS UMBRELLA LIABILITY OCCUR CLAIMS MADE	<b>RPX004647</b>	<b>02/01/2004</b>	<b>02/01/2005</b>	EACH OCCURRENCE	\$ <b>5,000,000</b>
					AGGREGATE	\$ <b>000,000</b>
					DEDUCTIBLE RETENTION \$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<b>1699086-03</b>	<b>07/01/2003</b>	<b>07/01/2004</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	\$
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below				EL. EACH ACCIDENT	\$ <b>1,000,000</b>
					EL. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>
					EL. DISEASE - POLICY LIMIT	\$ <b>1,000,000</b>
C	OTHER Directors & Officers and Employment Practices Liab.	<b>NDO1030292B</b>	<b>02/01/2004</b>	<b>02/01/2005</b>	\$2,000,000-\$5,000 Deductible	
					\$2,000,000-\$7,500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**ging and Adult Services, the Board of Supervisors of the County of San Mateo, the County and their agents, employees and officers are named as Additional Insured as their interests may appear**  
**Additional Insured applies to General Liability policy only, per form CG 2026 11/85**  
**en [10] day notice of cancellation for non-payment of premium shall apply.**

CERTIFICATE HOLDER	CANCELLATION
<b>San Mateo County</b> <b>Aging and Adult Services</b> <b>225 37th Avenue</b> <b>San Mateo, CA 94403</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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <b>Debbie Upland/DOM</b>

AMENDMENT THREE TO THE AGREEMENT WITH  
CITY OF 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 CITY OF SOUTH SAN FRANCISCO ADULT DAY CARE PROGRAM (hereinafter called "Contractor"),

WITNES SETH:

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 the Agreements approved by the adoption of Resolution 64534 dated June 19, 2001 and Resolution 64980 dated December 18, 2001, shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) collectively for the period of July 1, 2004 through June 30, 2005. The total obligation for the term of these Agreements is FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000) collectively."

2. SCHEDULE A, PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES PROGRAM

Rates amended as follows:

Services and Rates of Payment for City of South San Francisco Adult Day Care Program – for July 1, 2004 to June 30, 2005

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
1.0	day	Adult Day Support Center, day=6 hrs.	\$35.00
6.3	one-way	Transportation regular	\$1.00

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 CITY OF SOUTH SAN FRANCISCO ADULT DAY CARE PROGRAM be amended accordingly.

[N 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

CITY OF SOUTH SAN FRANCISCO  
ADULT DAY CARE PROGRAM

By: \_\_\_\_\_  
**Mark Church**  
President, Board of Supervisors

By: ~ ( ~ k-g~

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

Date: ~

ATTEST:

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

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

**~ABAG PLAN Corporation**  
**CERTIFICATE OF COVERAGE**

ISSUE DATE (MM/DD/YY)

7/8/2004

**BROKER: DRIVER RISK SERVICES**  
 600 MONTGOMARY ST., 9th Floor  
 SAN FRANCISCO, CA 94111-2933  
**415/403-1400**

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.

**PROVIDER: ABAG PLAN CORPORATION**  
 P. O. BOX 2050  
 OAKLAND, CA 94604-2050  
**510/464-7969**

**COMPANIES AFFORDING COVERAGE**

COMPANY  
**A ABAG PLAN Corporation**  
 COMPANY  
 B Ins. Co. Of The State of Pennsylvania  
 COMPANY  
 C Lexington Insurance Company

Covered South San Francisco  
 Party: City of So. San Francisco, P.O. Box 711  
 South San Francisco, CA 94080

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

Co LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMIT		
					EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY	ABAG PLAN 2004/05	7/01/2004	7/01/2005	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM						
	<input checked="" type="checkbox"/> PRODUCT COMPLETED OPERATIONS						
	<input type="checkbox"/> PREMISES OPERATIONS						
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input type="checkbox"/> CONTRACTUAL						
<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE							
A	<b>AUTOMOBILE LIABILITY</b>	ABAG PLAN 2004/05	7/01/2004	7/01/2005	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTO RENTAL LEASED AUTO NON-OWNED AUTOS <i>fl</i> GARAGE LIABILITY						
B	Excess General & Auto Liability Public Official's E&O	4704-1811	7/01/2004	7/01/2005	CSL E & O	\$5,000,000 \$5,000,000	\$5,000,000
C	PROPERTY INSURANCE	TBD	7/01/2004	7/01/2005	CSL PROPERTY MACHINERY &	\$750,000,000 (per schedule)	
	<input checked="" type="checkbox"/> PROPERTY / ALL RISK						
	<input checked="" type="checkbox"/> BOILER & MACHINERY						

DESCRIPTION: Commercial Liability includes Personal Injury and Public Officials' Errors and Omissions Liability. This Certificate is issued as proof of insurance to confirm the above-named Insured is an active member and in good standing with coverage as indicated above.

**CERTIFICATE HOLDER**

Aging and Adult Services  
**Attention: Stephen Juel**  
 255 West 37th Ave.  
 San Mateo CA 94403

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PROVIDER/PROVIDEE WILL ENDEAVOR TO MAIL 30-DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. HOWEVER, FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

MARCUS BEVERLY, Director of Risk Management  
 ABAG PLAN Corporation

ASSOCIATION OF BAY AREA GOVERNMENTS

**ABAG PLAN Corporation**

P.O. Box 2050

Oakland, California 94604-2050

(510) 464-7969

**ADDITIONAL COVERED PARTY ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE CONTRACT

*Please read it carefully!*

Endorsement Effective: **July 1, 2004**

Entity: South San Francisco

Additional Covered Party: Aging and Adult Services

Description of Operations Senior Services  
or Facilities:

The definition of Covered Party is amended to include any person or organization the Entity is contractually obligated to include as an additional insured, and for which a certificate of coverage has been issued evidencing such StatLs and which is on file with ABAG PLAN Corp., with respect to Bodily Injury, Personal Injury and Property Damage arising out of the Entity's operations or premises owned by or rented to the Entity. The coverage provided to the additional Covered Party does not apply to any liability occurring after those operations or use of premises have ceased. Coverage applies only to the vicarious liability of the Additional Covered Party for operations or services described in the contract with the Entity.

The inclusion of more than one Covered Party under this coverage shall not operate to impair the rights of one Covered Party against another Covered Party and the coverages afforded by this endorsement shall apply as though Separate policies had been issued to each Covered Party. The inclusion of more than one Covered Party shall not, however, operate to increase the limit of ABAG PLAN Corp.'s liability.

If required by contract, any insurance carried by a certificate holder which may be applicable shall be deemed excess and the Entity's coverage primary notwithstanding any conflicting provisions in the Entity's policy to the contrary.

A certificate holder shall not, by reason of their inclusion under this policy, incur liability for payment of premium.

In the event of reduction in coverage or cancellation of this insurance, we agree to mail thirty (30) days (ten [10] days for non-payment) advance notice of such reduction or cancellation to each entity added as per certificates on file with ABAG PLAN Corp. which specify that a written contract exists and requires that the certificate holder be an additional insured.

All other terms and conditions in the policy remain unchanged.

7/8/2004

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Marcus Beverly, Risk Manager

~JABAG PLAN Corporation

DEPARTMENT OF INDUSTRIAL RELATIONS  
SELF-INSURANCE PLANS2265 Watt Avenue, Suite 1  
Sacramento, CA 95825  
Phone (916) 483-3392  
FAX (916) 483-1535CERTIFICATION OF SELF-INSURANCE  
OF WORKERS' COMPENSATION

TO WHOM IT M~YCONCERN:

This certifies that Certificate of Consent to Self-Insure No.  
7206 was issued by the Director of Industrial Relations to:

CITY OF SOUTH S~NFRA1~CISCO

under the provisions of Section 3700, Labor Code of  
California, on January 1, 1979. The Certificate is now and  
has been in full force and effective since that date.

Dated at Sacramento, California  
This 15th day of December, 1994

~~er

Self Insurance Plans

~A/rws

cc: Steven T. Mattas  
City Attorney/Risk Manager  
CITY OF SOUTH SAN FRANCISCO  
P.O. Box 711 - 315 Maple Avenue  
South San Francisco, CA 94083  
**(Original)**

Susan Gonzales  
Personnel Director  
CITY OF SOUTH SAN FRANCISCO  
P.O. Box 711 - 315 Maple Avenue  
South San Francisco, CA 94083  
**(Sel' Insurer)**