

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
A WARM EMBRACE**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and A WARM EMBRACE hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of providing Home Health and Attendant Care Services to clients of Aging and Adult Services on October 26, 2004, by Agreement 57000-05-D014 for a term of October 15, 2004 through June 30, 2005;

WHEREAS, the parties amended the Original Agreement on September 13, 2005 by Resolution No. 67534 for the continuation of services through July 30, 2007 and increasing the collective amount by \$970,000 for a total \$1,940,000 for all Agreements under one Resolution; and

WHEREAS, on April 13, 2006, the parties amended the Original Agreement a second time for the addition of state and county required language; and

WHEREAS, the parties wish to further amend the Original Agreement for the continuation of services by increasing the collective amount by \$970,000 for Fiscal Year 2006-07 for a total amount of \$2,910,000 for all Agreements under one Resolution:

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO  
AS FOLLOWS:**

1. Section 3. Payments, of the agreement is amended to read as follows:  
:“3. Payments. In full consideration of Contractor’s performance of the services described in Exhibits “A1” and “A2” for the Multipurpose Senior Services Program, Adult Protective Services, Linkages, Family Caregiver Support, Public Guardian, and the AIDS Waiver/Case Management Program, the maximum the County shall be obligated to pay collectively for the period of July 1, 2006 to June 30, 2007 to all Contractors approved by Resolution 66913 and Agreement 57000-05-D014 for services is NINE HUNDRED SEVENTY THOUSAND DOLLARS (\$970,000). County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.  
Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibits “A1” and “A2,” the amount that County shall be obligated to pay collectively under a single resolution for services rendered under this Agreement shall not exceed TWO MILLION NINE HUNDRED TEN THOUSAND DOLLARS (\$2,910,000) for the contract term July 1, 2004 through June 30, 2007.”
2. All other terms and conditions of the agreement dated October 26, 2004, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill, President, Board of Supervisors, San Mateo County

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

ATTEST:

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

A WARM EMBRACE

  
\_\_\_\_\_  
~~Contractor's Signature~~

Date: 5-9-06

From: Jessica Fitzpatrick At: Heffernan Insurance Brokers FaxID: Heffernan Insurance To: Lisa Reese

# PROFESSIONAL AND GENERAL LIABILITY

The following coverages are provided on a Claims-Made basis:

- COVERAGE A - Bodily Injury and Property Damage Liability
- COVERAGE B - Personal and Advertising Injury Liability
- COVERAGE C - Professional Health Care Liability
- COVERAGE D - Medical Expenses

### Limits:

Each Occurrence or Medical Incident	\$1,000,000	
Damage to Premises Rented to You	\$1,000,000	Any one premises
Medical Expense	\$50,000	Any one person
Personal & Advertising Injury	\$1,000,000	Any one person or organization
General Aggregate	\$3,000,000	
Products/Completed Operations Aggregate	\$3,000,000	

This insurance does not apply to any "bodily injury", "property damage", or "personal injury" under Coverage's A and B, which occurs before the Retroactive Date shown below:

Retroactive Date: 03/15/05

This insurance does not apply to any act, error or omission in the rendering or failure to render professional health care services arising out of a medical incident under Coverage C, which occurs before the Retroactive Date shown below:

Retroactive Date: 03/15/05

DEDUCTIBLE: None

AUDITABLE PREMIUM BASIS:

BASIS

Number

Home Health Aides  
Hospice

Clients/Patients  
Annual # Patient days on service

**Coverage Extensions/Options:**

Hired and Non-Owned Auto*	\$1,000,000
Employee Benefits Liability	\$25,000
• Each Employee	\$50,000
• Aggregate	\$1,000
• Deductible	
• Retroactive Date	
Legal Expense reimbursement	\$25,000 Max. Limit
Schedule Medical Professionals as Insureds	Excluded
Sexual Abuse Vicarious Liability	Excluded
Special Events Liability	Excluded
Clinical or Experimental Trials	Excluded
Bereavement Camps	Excluded
In-House Pharmacies	Excluded
Employer's (Stop Gap) liability	Excluded

**\*Non-owned auto restrictions:**

- ❖ Each new driving employee/volunteer must secure, as part of the hiring process, a printout or abstract of their driving record indicating no more than three moving violations, or more than one chargeable accident in the past 36 months, and no major convictions (driving under the influence or alcohol or drugs) within the past 7 years. Any new hire/volunteer not meeting these standards you agree to immediately remove from a position that requires driving.
- ❖ You agree to annually order and review with each employee/volunteer, with a driving position, his or her driving record. You agree to remove any employee/volunteer not meeting the above standards from a position that requires driving, until such time as the driving record meets these standards.
- ❖ You agree to require employees who transport clients in their own personal autos to maintain personal auto liability insurance, with Bodily Injury limits of at least \$100,000 per person and \$300,000 per accident. If your employees do not transport clients, then you agree to require your employees to maintain personal auto liability insurance with the minimum State mandated limits.

# PREMIUM RECAP

<u>COVERAGE</u>	<u>COMPANY/ BEST RATING</u>	<u>PREMIUM</u>	<u>POLICY DATES</u>
General & Professional Liability: Policy Number	American Alternative A-XV	\$5647	03/15/06-07
Taxes & Fees:			
Program Admin. Fee		\$150.00	
<b>TOTAL:</b>		<b>\$5647</b>	

**NOTES:**

- **PAYMENT OPTIONS:**  
Pay Annual Premium in Full  
OR  
Premium Financing Available upon request
- This quote will expire 30 days from the effective date unless otherwise noted.

POLICYHOLDER JPY

NB

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 09-01-2006

GROUP:  
POLICY NUMBER: 1804161-2005  
CERTIFICATE ID: 6  
CERTIFICATE EXPIRES: 09-01-2006  
09-01-2005/09-01-2006

AGING & ADULT SERVICES  
ATTN: MARIE PLACE SHANKA  
225 37TH AVE  
SAN MATEO CA 94403

NB

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an Insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1901 - LISA REESE - EXCLUDED.

ENDORSEMENT #1901 - CAMILLE BROOKS - EXCLUDED.

EMPLOYER

A WARM EMBRACE LLC DBA: A WARM EMBRACE LLC  
4847 HOPYARD RD #4-195  
PLEASANTON CA 94588

PRINTED : 08-17-2005

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