

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ADDUS HEALTHCARE, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ADDUS HEALTHCARE, INC. 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 September 14, 2004, by Resolution No. 66913 for a term of July 1, 2004 through June 30, 2007;

WHEREAS, the parties amended the Original Agreement on September 13, 2005 by Resolution No. 67534 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

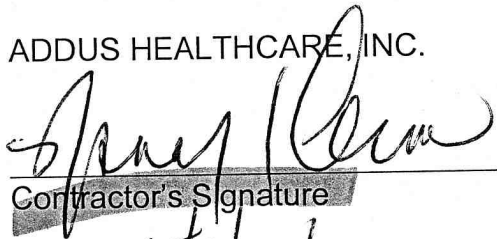
By: \_\_\_\_\_  
Jerry Hill, President, Board of Supervisors, San Mateo County

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

ATTEST:

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

ADDUS HEALTHCARE, INC.

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

Date: 5/9/2006

<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 07/07/2006																		
PRODUCER Aon Risk Services, Inc. of Illinois 200 East Randolph Chicago IL 60601 USA  PHONE (866) 283-7122 FAX (847) 953-5390		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 Addus HealthCare, Inc. 2401 South Plum Grove Road Palatine IL 60067 USA		<table border="1"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Liberty Mutual Insurance Co.</td> <td>23043</td> </tr> <tr> <td>INSURER B:</td> <td>Chicago Ins Co</td> <td>22810</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Insurance Co.	23043	INSURER B:	Chicago Ins Co	22810	INSURER C:			INSURER D:			INSURER E:		
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Holder Identifier :

**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 LTR	ADD'L INSRID	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIAB.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	AHC2705813	06/01/06	06/01/07	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	
A		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	A52641435409026	01/01/06	01/01/07	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 - 2A ACCIDENT	
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				OTHER THAN AUTO ONLY: EA ACC	
						AGG	
						EACH OCCURRENCE	
						AGGREGATE	
A	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WA7640435409016 WC7641435409036	01/01/06 01/01/06	01/01/07 01/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

Certificate No : 570018669772

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 County of San Mateo Aging and Adult Services are included as additional insured with respect to the General Liability policy.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
County of San Mateo Aging and Adult Services 225 37th Street San Mateo CA 94403 USA	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 <i>Aon Risk Services, Inc of Illinois</i>