

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AMERICAN CAREQUEST, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AMERICAN CAREQUEST, 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

AMERICAN CAREQUEST, INC.



Contractor's Signature

Date: 5/01/06

ACORD, CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2006

PRODUCER
MORAN INSURANCE AGENCY
 6025 Lake Murray Blvd
 La Mesa, CA 91942
 (619) 465-3623

INSURED
AMERICAN CARE QUEST INC
MARGUERITA
 1426 FILLMORE ST #210
 SAN FRANCISCO, CA 94115
 415 885 9100

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.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: AMERICAN ALTERNATIVE	
INSURER B:	
INSURER C:	
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.

FORM NO. / LTR	ADDITIONAL CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HL2001937	8/12/05	8/12/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input 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				HL2001937
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X		OTHER PROFESSIONAL LIA	HL2001937	8/12/05	8/12/06	\$1,000,000

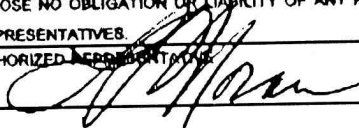
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

NAMED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER
HEALTH DEPT AGING & ADULT SERVICE
SAN MATEO COUNTY
225 37th AVE
SAN MATEO, CA 94403
ATTN MARIE SHANKS
FAX 650 573 2310

CANCELLATION

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


**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

APRIL 11, 2008

POLICY NUMBER:
CERTIFICATE EXPIRES: 1780352 - 06
4-1-07

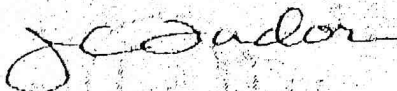
INSTITUTE ON AGING
3626 GEARY BLVD
SAN FRANCISCO CA 94118-3215

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.

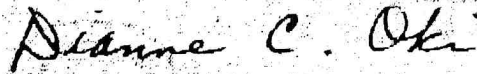
This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN 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 policies 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 may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.



AUTHORIZED REPRESENTATIVE



PRESIDENT

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

EMPLOYER

AMERICAN CAREQUEST INC
1426 FILMORE ST STE 210
SAN FRANCISCO CA 94115