

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NURSE PROVIDERS PLUS, INC.**

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

NURSE PROVIDERS PLUS, INC.



Contractor's Signature

Date: 5/18/06

ACORD CERTIFICATE OF LIABILITY INSURANCE		OPID 16 NURSEP1	DATE (MM/DD/YYYY) 12/27/05
PRODUCER (WC) Heffernan Insurance Brkrs 1350 Carlbach Ave, Suite 200 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278	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 Nurse Providers, Inc., Nurse Providers Plus Redwood City LLC Professional Healthcare at Home Inc. 355 Gellert, Suite 152 Daly City, CA 94015	INSURERS AFFORDING COVERAGE INSURER A American Alternative Ins. INSURER B INSURER C INSURER D INSURER E	NAIC #	

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. ADULT / LTR. INSURD.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liability GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	VHHG3050902	10/19/05	10/19/06	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 50000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	VHHG3050902	10/19/05	10/19/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 SOCIAL INJURY (Per person) \$ SOCIAL INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$								
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ none	VHHU5000731	10/19/05	10/19/06	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (All PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED) (Also, describe under SPECIAL PROVISIONS 2310a)				<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="width: 50%;">WORK STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WORK STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WORK STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Advanced via facsimile 650-573-3729													

CERTIFICATE HOLDER SANMA19 Aging and Adult Services San Mateo County 225 - 37th Avenue San Mateo CA 94403	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
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MARSH

CERTIFICATE OF SURANCE

CERTIFICATE NUMBER
CHI-000342641-08

PRODUCER
Marsh, Inc.
600 Renaissance Center, Suite 2100
Detroit, MI 48243

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

26075 -KSL-NURSE-2006

INSURED
NURSE PROVIDERS, INC.
KELLY STAFF LEASING, INC.
9444 FARNHAM STREET
SUITE 200
SAN DIEGO, CA 92123-1360

COMPANIES AFFORDING COVERAGE	
COMPANY A	CNA INSURANCE COMPANIES
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. ¹
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE 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	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					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	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 2079596932 (AZ,WI,OR)	01/01/06	01/01/07	X WC STATUTORY LIMITS	OTHER
A	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 2079596946 (ALL OTHER INSURED STATES)	01/01/06	01/01/07	EL EACH ACCIDENT	\$ 1,000,000
A	OTHER	W128573759L (CA,MI,OH,WA)	01/01/06	01/01/07	EL DISEASE-POLICY LIMIT	\$ 1,000,000
A	EXCESS WORK COMP				EL DISEASE-EACH EMPLOYEE	\$ 1,000,000
					SAME LIMITS AS WC/EL ABOVE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
APPLICABLE TO LEASED EMPLOYEES ONLY, PER CLIENT SERVICE AGREEMENT.

CERTIFICATE HOLDER

CANCELLATION

SAN MATEO COUNTY GENERAL HOSPITAL
AGING ADULT SERVICES
ATTN: MARIA
225 37TH STREET
SAN MATEO, CA 94403

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
By: Janice B Collins

Janice B. Collins

MM1(3/02)

VALID AS OF: 12/22/05