



**AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**CENTER FOR DOMESTIC VIOLENCE PREVENTION**

**For the Period of**

**OCTOBER 1, 2002 THROUGH JUNE 30, 2003**

**Agency Contact Person:  
Susan Ferren, Linkages Coordinator  
Children and Family Services  
Human Services Agency  
650.599.5985**

# CENTER FOR DOMESTIC VIOLENCE PREVENTION

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by the CENTER FOR DOMESTIC VIOLENCE PREVENTION and between the COUNTY OF SAN MATEO, hereinafter called "County," and hereinafter called "Contractor";

## WITNESSETH:

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/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for the Human Services Agency, Children and Family Services Division, hereinafter described:

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

The following Exhibits are attached hereto and incorporated by reference therein.

1. **Exhibits**

Exhibit A: Program Description

Exhibit B: Payment Schedule

Exhibit C: Monitoring Procedures

Exhibit D: Program Specific Requirements

Exhibit E: Compliance with Section 504

Exhibit F: Equal Benefits Compliance Declaration Form

2. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of the Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

3. Payments

- A. Maximum Amount In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED DOLLARS (\$125,100) for the contract term.
- B. Rate of Payment The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of the Human Services Agency or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 3.A.above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of the Human Services Agency or her representative.
- C. Time Limit for Submitting Invoices Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.
- D. Availability of Funds Payment for all services provided pursuant to this contract is contingent upon the availability of County, state, and federal funds and marriage license fees. In the event the state or federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of federal, state or County funds.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. **Insurance**

A. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code: I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- |     |                                   |              |
|-----|-----------------------------------|--------------|
| (a) | Comprehensive General Liability   | \$ 1,000,000 |
| (b) | Motor Vehicle Liability Insurance | \$ 1,000,000 |
| (c) | Professional Liability            | \$ 1,000,000 |

After one year from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Contractor. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973**

- (1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

(2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits; aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's nondiscrimination policies shall be made available to County upon request.

D. **Equal Benefits Compliance** With respect to the provision of employee benefits, Contractor will comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

## 8. **Violation of Non-Discrimination Provisions**

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

9. **Child Abuse Prevention and Reporting**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Penal Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

10. **Assignments and Subcontracts**

- A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

- C All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

11. **Records**

- A Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. **Compliance with Applicable Laws**

All services shall be performed in accordance with all applicable federal, state, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13 **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement shall be binding on the parties hereto.



14. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:  
Susan Ferren, Linkages Coordinator  
San Mateo County, Human Services Agency  
2500 Middlefield Road  
Redwood City, CA 94063  
650-599-5985
- 2) In the case of Contractor, to:  
Karen Pisani, Acting Executive Director  
Center for Domestic Violence Prevention  
P.O. Box 5090  
San Mateo, CA 94402  
650-652-0800

B. **Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

15. **Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement, Center for Domestic Violence Prevention, the term of this Agreement shall be from October 1, 2002 through June 30, 2003. This Agreement may be terminated by Contractor, Director of the Human Services Agency or her designee at any time upon thirty (30) days written notices to the other party.

16. **Contractor's Outcome Based Management Responsibilities**

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- a. Attending planning and informational meetings;
- b. Developing program performance and outcome measurements;
- c. Collecting and submitting data necessary to fulfill measurement requirements;
- d. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- e. Participating in a review of performance and outcome information; and
- f. Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**Human Services Agency's Outcome Based Management Responsibilities**

- a. Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative;
- b. Issue and review OBM Implementation Guidelines; and
- c. Conduct review of performance and outcome information.

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

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

**Attest:**

\_\_\_\_\_  
Clerk of the Board

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

CENTER FOR DOMESTIC VIOLENCE PREVENTION

By: KAREN N. PISANI  
Karen Pisani, Acting Executive Director

Signature: *Karen N. Pisani*

Date: 9-16-02

Tax ID# 94-2481188

## EXHIBIT A

### CENTER FOR DOMESTIC VIOLENCE PREVENTION PROGRAM DESCRIPTION

OCTOBER 1, 2002 THROUGH JUNE 30, 2003

Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County.

#### PROGRAM DESCRIPTION

In consideration of the payments herein provided for, Contractor shall, under the general direction of the Director of the Human Services Agency or her authorized representative, provide services to benefit the citizens of San Mateo County as described below. All payments under this Agreement must directly support services in this Agreement. Contractor will provide the following services:

#### I. CLIENT SERVICES

##### A. 24 - Hour Support Line services

1. Contractor will provide a 24-hour support line in English and Spanish at (650) 312-8515. Also, provide a Teen Hotline at (650) 259-8136 .
2. Contractor will provide appropriate referrals to other services including the Contractor's own legal support program, temporary restraining order clinics, community support groups, crisis intervention and clinical counseling programs.

##### B. Shelter Assistance/Transitional Housing Beds

1. Contractor will provide 15 shelter beds and 6 transitional housing beds with up to a 1-year stay for battered women and their children.
2. Contractor will provide intake, assessment, recovery planning, counseling, education and case management services for the shelter and transitional housing beds.
3. Contractor will provide an aftercare plan for residents of the shelter or transitional housing beds program based on each resident's individual needs.

### C. Community Transitional Housing Program

1. Contractor will secure a housing unit in San Mateo County for battered women and their children. The unit, subsidized by the County of San Mateo and operated under the auspices of this Agreement, will be located in a city selected by the Contractor.
2. Contractor will provide intake, assessment, recovery planning, counseling, education and case management services for the transitional housing unit.
3. Contractor will provide rental assistance including deposits, funds for move-in costs, furniture and supplies for the unit.
4. Contractor will locate housing unit, take responsibility for and negotiate the lease, identify and provide supportive services that the family will need.
5. Contractor will develop written criteria, which will be utilized to select a battered woman, and her child/ren for placement in the housing unit.
6. It is expected that clients will be low-income domestic violence victims and their families who are unable to locate to affordable, safe housing in the community
  - a. Case management services to be provided by the Contractor include but are not limited to:
    - 1) Weekly or more in person meetings at the client's home as needed.
    - 2) Weekly phone contact.
    - 3) Assist parent to obtain services for children including child care, school and tutors.
    - 4) Support of parent to participate in Contractors weekly support group.
    - 5) Support with employment or employment training.
    - 6) Support to obtain health care services.
    - 7) Support with financial planning.
    - 8) Other services such as job search assistance and connection to community resources as needed to become self-sufficient.

7. Contractor will perform a local needs assessment of domestic violence clients in San Mateo County for housing needs. This assessment will inventory current services and identify service gaps. The data obtained in this needs assessment will be critical in determining the nature and scope of future Agreements and contracts.

## II. SUPPORTING ACTIVITIES

### A. Education/Counseling/Support Services

1. Community Education – Contractor will provide trained educators to present workshops for any group in the County. Contractor will also attend health fairs and community events and provide brochures and literature.
2. Multi-cultural Outreach Program – Contractor will provide a community education outreach program and direct services for various ethnic groups in the community.
3. Counseling and support groups – Contractor will provide support groups in English, Spanish and Tagalog. Short-term crisis counseling, and drop-in groups sessions will be provided.
4. Ancillary support services – Contractor will provide assistance and referrals for clients including HIV/AIDS testing and education, literacy assessment and training and other suitable educational training.

### B. Children's Program

1. Counseling is provided for the children in the shelter.

### C. Legal Services

1. A team of family law attorneys will assist with counseling and obtaining Temporary Restraining Orders and court representation.
2. A Legal Services Hotline will be available at (650) 259-1855.

### D. Emergency Outreach Program

1. In partnership with all law enforcement agencies in San Mateo County, Contractor will contact victims who have received a response by law enforcement for a domestic dispute. A follow up phone call will be provided to the client within one week after the initial response.

### E. Job Counseling

1. Contractor will provide assistance and referrals for job skill assessments and training.

**EXHIBIT B**

**CENTER FOR DOMESTIC VIOLENCE PREVENTION  
PAYMENT SCHEDULE**

**OCTOBER 1, 2002 THROUGH JUNE 30, 2003**

**I. PAYMENTS**

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3.A of Agreement herein, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee:

A. County shall pay Contractor monthly of the maximum amount specified in Paragraph 3.A., of the body of the Agreement per quarter as specified below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee.

October	15, 2002	\$13,900
November	15, 2002	\$13,900
December	15, 2002	\$13,900
January	15, 2003	\$13,900
February	15, 2003	\$13,900
March	15, 2003	\$13,900
April	15, 2003	\$13,900
May	15, 2003	\$13,900
June	15, 2003	<u>\$13,900</u>
Total		\$125,100

B. County will pay Contractor no later than the fifteen (15) working days after receipt of Contractor's invoice. In any event, the total payment to Contractor shall not exceed ONE HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED DOLLARS (\$125,100) for the term of this Agreement.

**CENTER FOR DOMESTIC VIOLENCE PREVENTION  
MONITORING PROCEDURES**

**OCTOBER 1, 2002 THROUGH JUNE 30, 2003**

I. CONTRACTOR'S RESPONSIBILITIES

A. Reporting Requirements

1. Submit to County the Quarterly Activity Report describing actual delivery of services provided in Exhibit A, and the Quarterly Demographic Report. Submit report no later than ten (10) days after the end of each quarter.
  - a. Include in the quarterly unit of service report an accounting of the number of women who request shelter but who could not be housed.
2. Submit to County a Mid-Year and End of Year Report describing actual delivery of services provided in Exhibit A, and a listing of the current members of the Contractor's governing board. Explain any variations from expected service level. Submit report on January 31, 2003 and July 31, 2003.

B. Projected Outcome Objectives

For shelter residents: 80% of the residents who completed the program are able to live independently, not returning to an abusive environment. Their source of income and housing arrangements will vary depending on whether they have children, and if they qualify for AFDC, Section 8, or other subsidy.

C. The Human Services Agency's Linkages Coordinator will be responsible for monitoring the program services and reporting requirements that are required under this Agreement. The program Liaison may:

1. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
2. Meet with appropriate program administration and staff.
3. Conduct a program activity visit at least once during the term of the Agreement.
4. Conduct a site visit to Contractor's program at least once during the term of the Agreement to review all aspects of program operations. Site visit may include a review of Contractor's programmatic and fiscal documentation related to reports required under Section I of Exhibit C.
  - a. Provide a written site review report documenting areas of compliance and any necessary corrective action required.
  - b. Provide ongoing technical assistance as needed.



## EXHIBIT D

### CENTER FOR DOMESTIC VIOLENCE PREVENTION PROGRAM SPECIFIC REQUIREMENTS

OCTOBER 1, 2002 THROUGH JUNE 30, 2003

#### ADMINISTRATIVE REQUIREMENTS

- A. Maintain service delivery documentation for all direct services that will include but not be limited to:
1. Sign-in sheets;
  2. Activity Logs;
  3. Documentation of referral criteria, evaluation materials, and reports, including academic progress, behavior and attendance;
  4. All documentation necessary to report on progress toward outcome objectives specified in Section I.B. of Exhibit C; and
  5. Other documentation and statistical information as determined by the Linkages Coordinator or her designee in consultation with Contractor.
- B. Maintain coordination and collaboration efforts that include but are not limited:
1. Ongoing relationship with the Second Harvest Food Bank;
  2. The Executive Director will meet with the Domestic Violence Talk Force on a regular basis;
  3. Ongoing relationship with the Human Services Agency Family Self-Sufficiency Policy Team;
  4. Implement signed operational agreements with the twenty-four (24) law enforcement agencies in the County;
  5. Implement operational agreements with the County's Victim Witness Program, Child Welfare Services and the Office of the District Attorney; and
  6. Participate in planning and implementation of the Violence Initiative Program (VIP).
- C. Distribute family resource information provided by the Human Services Agency to Contractor's program participants.

D. Acknowledge the County of San Mateo as a funding source at activities and presentations on all materials.

E. Data Collection

1. Collect statistics related to domestic violence, especially data regarding domestic violence and child witnesses and make data available to the Children's Report Initiative and the Human Services Agency staff as needed.
2. Provide on a quarterly basis demographic and other agreed upon data.

CENTER FOR DOMESTIC VIOLENCE PREVENTION

(Required only from Contractors who provide services directly to the Public on the County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

KAREN PISANI - ACTING EXECUTIVE DIRECTOR  
 Name of 504 Person - Type or Print  
840 HINCLEY RD, #215  
 Address  
BURLINGAME, CA 94010  
 City & State Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

9-16-02  
Date

Karen A. Pisani  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible"

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

**I Vendor Identification**

Name of Contractor: CENTER FOR DOMESTIC VIOLENCE PREVENTION  
 Contact Person: KAREN N. PISANI  
 Address: 870 HINCLEW RD # 215  
BURLINGAME, CA 94010  
 Phone Number: 650 652-0800  
 Fax Number: 650 652-0808

**II Employees**

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  Yes  No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

**III Equal Benefits Compliance (Check one)**

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

**IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 16 day of SEPT 2002 at Belmont  
(City)

Calif.  
(State)  
Karen N. Pisani  
Signature

KAREN N. PISANI  
Name (Please Print)

ACTING EXECUTIVE DIRECTOR  
Title

94-2481188  
Contractor Tax Identification Number

2 pages

SAN MATEO COUNTY  
MEMORANDUM

DATE: August 15, 2002  
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
FROM: Nalini Nath FAX: 596-3478 PONY: HSA210  
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Center for Domestic Violence

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: minimum 1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Provide domestic violence prevention and intervention services to battered women and children.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

need proof of workers' comp coverage

Priscilla Morse  
Risk Management Signature

8/19/02  
Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/23/2002

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.

### INSURERS AFFORDING COVERAGE

INSURED Center for Domestic Violence Prevention Inc.  
840 Hinckley Rd. #215B  
Burlingame, CA 94010

INSURER A: Safety National  
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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	PR8489-2	10/02/2001	10/02/2002	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>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>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC 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  
Proof of Insurance

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

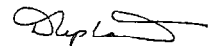
### CANCELLATION

County of San Mateo  
Human Services Agency  
Youth & Family Services Division  
Attn: Nalini Nath  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED 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

Debbie Upland22/SANDEE



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 08-23-02
<b>PRODUCER</b> Paul R. Nadler & Associates 1101 Laurel Street San Carlos Ca 94070-5008	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.	
<b>INSURERS AFFORDING COVERAGE</b>		
<b>INSURED</b> LA CASA DE SAN MATEO, dba: CENTER FOR DOMESTIC VIOLENCE PREVENTION	INSURER A: Nonprofits Ins. Alliance of Calif 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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2002-01623	04-14-02	04-14-03	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COM/PROP AGG	\$1,000,000
A A	<b>AUTOMOBILE LIABILITY</b> <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	2002-01623	04-14-02	04-14-03	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		2002-01623	04-14-02	04-14-03	BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	
					OTH-ER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
	<b>OTHER</b> A Prof. Liability	2002-01623	04-14-02	04-14-03	1,000,000	

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

Insured also carries Improper Sexual Conduct Liability with limits of \$250,000

The certificate holder is named as additional insured under the policy

<b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/> <b>ADDITIONAL INSURED; INSURER LETTER:</b> The County of San Mateo, Its Elective & Appointed Boards, Commissions, Officers, Agents, Employees and Servants, Human Services Agency, c/o Youth & Family Services Division, Attn: Nalini Nath 400 Harbor Blvd., Bldg. B Belmont, California 94002	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, _____ _____ AUTHORIZED REPRESENTATIVE <i>Daniel Balbo</i>
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