



**SECONDDAMENDMENT TO  
AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**YMCA, PACIFICA YOUTH SERVICE BUREAU**

**For the Period of**

**DECEMBER 1, 2001 THROUGH JUNE 30, 2005**

**Agency Contact Person:  
Judyt Bardales  
Community Liaison  
Human Services Agency**

**650.802.6465**

SECONDDAMENDMENT TO THE AGREEMENT WITH  
YMCA, PACIFICA YOUTH SERVICE BUREAU

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into on this day \_\_\_\_\_ of \_\_\_\_\_  
2003, by and between the COUNTY OF SAN MATEO, hereinafter-called "County", and the  
YMCA, PACIFICA YOUTH SERVICE BUREAU 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, hereinafter described, of Child Abuse and Neglect Prevention and Intervention.

WHEREAS, the parties now wish to amend the Agreement to add \$30,000 to court-  
ordered therapy services to children and families who have open cases and have been identified  
as being at-risk for being abused for the period July 1, 2003 through June 30, 2005.

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

1. **Paragraph A of Section 4 – Payments, is amended to read as follows :**
  - 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 SEVENTY FIVE THOUSAND SIX HUNDRED SEVENTY SIX  
DOLLARS (\$175,676)** for the contract term.
  
2. **Exhibit B**
  - B. **Section A.II is amended to add the following:**

Amount and rate of payment for psychiatric counseling is not to exceed Thirty  
Thousand Dollars \$30,000, (\$15,000) for the period of July 1, 2003 through June 30,  
2004 and (\$15,000) for the period of July 1, 2004 through June 30, 2005.

The rate of payment for evaluation will be as follows:

1. Payment for evaluation, and court ordered therapy fees will be made upon receipts and approval of Contractor's invoice provided at the following rates;

**Evaluation**

MFCC/LCSW	\$50/hour
Psychologist	\$100/hour
Psychiatrists	\$100/hour

2. Appointments missed with no advance notice may be billed at the normal rate. Contractor will contact the referring social worker at the time of the missed appointment to determine strategies for facilitating improved attendance.
3. In any event, the total payment to contractors shall not exceed the total amount specified in paragraph 3 of the Agreement and County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

3. All other terms and conditions of the First Amendment to the Agreement dated December 3, 2002, Resolution 65700 between the County and Contractor shall remain in full force and effect.

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

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
San Mateo County Board of Supervisors

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

ATTEST:

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

\_\_\_\_\_  
Date

YMCA, PACIFICA YOUTH SERVICE BUREAU

By: Marta Bolsinger, Pres & CEO  
Name and Title

Signature: Marta Bolsinger

Date: 4/1/03

YMCA, PACIFICA YOUTH SERVICE BUREAU

(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 regulations, 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), it's 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.

YMCA Pacifica Youth Service Bureau  
Name of 504 Person

P. O. Box 1879

Pacifica, CA 94044

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

12/21/01  
Date

Marta Bolson, Pres & CEO  
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 it's services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in it's 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: YMCA of San Francisco, Pacifica Youth Service Bureau  
 Contact Person: Kimberly Wheeler, Executive Director  
 Address: PO Box 1879  
Pacifica, CA 94044  
 Phone Number: 650 355-3900  
 Fax Number: \_\_\_\_\_

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 21<sup>st</sup> day of December, 2001 at San Francisco,  
(City)

(State)  
Marta Bolsinger  
Signature

Marta Bolsinger  
Name (Please Print)

Pres. & CEO  
Title

94-0997140  
Contractor Tax Identification Number

4 pages

SAN MATEO COUNTY  
MEMORANDUM

DATE: October 11, 2002  
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
FROM: P 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: YMCA, Pacifica Youth Service Bureau

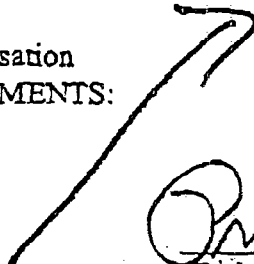
DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Provide court ordered therapy and child abuse neglect, prevention and intervention services.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$2,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u><del>\$1,000,000</del></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REMARKS/COMMENTS:				



Priscilla Morse  
Risk Management Signature

10-15-02  
Date

need proof of prof liab. not shown on certificate

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/01/02

**PRODUCER**  
Summit Global Partners  
Insurance Services, Inc. #0D25347  
100 Pine Street, Suite 2200  
San Francisco, CA 94111-5222

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**  
YMCA of San Francisco  
Attn: Linda Griffith, Risk Manager  
631 Howard Street, Suite 500  
San Francisco, CA 94105

INSURER A: **Safeguard Insurance Co.**  
INSURER B: **Royal Insurance Company of America**  
INSURER C: **Royal Indemnity Company**  
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SP275684	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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	SP275684	07/01/02	07/01/03	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 - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	P2HA206770	07/01/02	07/01/03	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	CS397134	07/01/02	07/01/03	<input checked="" type="checkbox"/> WC STATUTORY 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
A	<b>OTHER EMP. THEFT</b>	SP275684	07/01/02	07/01/03	\$300,000 BLANKET

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

Certificate holder is named as additional insured as respects negligent acts or omissions of named insured in connection with North Peninsula Family Alternatives Center (Juvenile Sexual Responsibility)

**CERTIFICATE HOLDER**

**ADDITIONAL INSURED; INSURER LETTER:**

**CANCELLATION**

County of San Mateo Department  
of Youth & Family Services  
225 West 37th Avenue  
San Mateo, CA 94403

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

*Handwritten Signature*

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/24/02

**PRODUCER**  
Summit Global Partners  
Insurance Services, Inc. #0D25347  
100 Pine Street, Suite 2200  
San Francisco, CA 94111-5222

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**  
YMCA of San Francisco  
Attn: Linda Griffith, Risk Manager  
631 Howard Street, Suite 500  
San Francisco, CA 94105

INSURER A: **Safeguard Insurance Co.**  
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>	SP275684	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COM/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPL OYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
Stonestown YMCA RE: Pacifica Youth Service Bureau for the dates of July 2002 - June 2003 Evidence of coverage in force Professional Liability is covered under General Liability

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Human Services Agency 400 Harbor Boulevard, Bldg. B Belmont, CA 94002		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>[Signature]</i>



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED — OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

County of San Mateo , it's officers, agents, employees and volunteers.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your "your work" for that insured by or for you.

RE: Peninsula YMCA  
Child Abuse Grant

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.