



**FIRST AMENDMENT TO
AN AGREEMENT BETWEEN**

COUNTY OF SAN MATEO

AND

CENTER FOR DOMESTIC VIOLENCE PREVENTION

For the Period of

OCTOBER 1, 2002 THROUGH JUNE 30, 2004

Agency Contact Person:

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

FIRST AMENDMENT TO THE AGREEMENT WITH
CENTER FOR DOMESTIC VIOLENCE PREVENTION

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into on this day _____ of _____ 2003, by and between the COUNTY OF SAN MATEO, hereinafter-called "County", and the CENTER FOR DOMESTIC VIOLENCE PREVENTION 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:

WHEREAS, the parties now wish to amend the Agreement to add \$175,000 for the Domestic Violence Prevention and Intervention Services for Battered Women and their Children and to extend the term of the Agreement through June 30, 2004. Center Domestic Violence Prevention will begin a strategic planning effort for a merger with Sor Junana Ines, the other San Mateo County Domestic Violence Agency.

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 **THREE HUNDRED THOUSAND ONE HUNDRED DOLLARS (\$300,100)** for the contract term.

2. Exhibit A, Section I.C – is hereby amended to read as follows:

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:

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 **purchase a housing unit** and provide funds for move-in costs, furniture and supplies for the unit.
4. Contractor will locate housing unit, take responsibility for and negotiate the **sale**, identify and provide supportive services for the family.
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.
8. **Contractor will develop strategic plan and develop a plan to sustain the housing pilot project beyond June 30, 2004 through other sources of funding and submit such plan to the Human Services Agency Program Manager. The strategic plan will focus on long term strategic planning, including implementation of leadership, finance, legal process, human resources, technology, marketing and communications.**

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.

3. Exhibit B – Payment Schedule is amended to add the following to Section I.A:

- 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	-	\$13,900
June	1, 2003	-	\$25,000
July	15, 2003	-	\$12,500
August	15, 2003	-	\$12,500
September	15, 2003	-	\$12,500
October	15, 2003	-	\$12,500
November	15, 2003	-	\$12,500
December	15, 2003	-	\$12,500
January	15, 2004	-	\$12,500

February	15, 2004	-	\$12,500
March	15, 2004	-	\$12,500
April	15, 2004	-	\$12,500
May	15, 2004	-	\$12,500
June	15, 2004	-	<u>\$12,500</u>

Total for 10/02-6/04 **\$300,100**

3. Section 19 – Term of the Agreement is amended to read as follows:

Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement for Center for Domestic Violence Prevention the term of this Agreement shall be from October 1, 2002 **through June 30, 2004**. This Agreement may be terminated by Contractor, Director of the Human Services Agency or her designee at any time upon thirty- (30) days' written notice to the other party.

5. All other terms and conditions of the Agreement dated October 22, 2002, Resolution number 65636 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

CENTER FOR DOMESTIC VIOLENCE PREVENTION

By: Melissa Lukin

Name: Melissa Lukin

Title: Executive Director

Date: 4/10/03

(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. (x) 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.

Melissa Luke
Name of 504 Person - Type or Print

Center for Domestic Violence Prevention
Name of Contractor(s)-Type or Print

840 Hinkley Road
Street Address or P.O. Box

Burlingame, CA 94010
City, State, Zip Code

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

4/10/03
Date

Melissa Luke
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:

Melissa Luke

Address:

840 Hinkley RoadBurlingame, CA 94010

Phone Number:

650-652-0800 x138

Fax Number:

650-652-0808**II Employees**Does the Contractor have any employees? Yes NoDoes 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 10th day of April 2003 at Burlingame
(City)California
(State)Melissa Luke
SignatureMelissa Luke
Name (Please Print)Executive Director
Title94-248-1188
Contractor Tax Identification Number

SAN MATEO COUNTY
MEMORANDUM

2 pages

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)
04-11-03

PRODUCER
Paul R. Nadler & Associates
1560 Laurel Street, Suite 200
San Carlos Ca 94070

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
LA CASA DE SAN MATEO, dba:
CENTER FOR DOMESTIC
VIOLENCE PREVENTION

INSURER A: NonProfits Ins. Alliance of Ca.
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	GENERAL LIABILITY	2003-01623	04-14-03	04-14-04	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$100,000
	<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	\$1,000,000
					PRODUCTS - COMPROP AGG	\$1,000,000
					GENL. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>	
A	AUTOMOBILE LIABILITY	2003-01623	04-14-03	04-14-04	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
A	<input checked="" type="checkbox"/> HIRED AUTOS	2003-01623	04-14-03	04-14-04	PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	2003-01623	04-14-03	04-14-04	AUTO ONLY - EA ACCIDENT	\$
	GARAGE LIABILITY				OTHER THAN EA ACC	\$
	<input type="checkbox"/> ANY AUTO				AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WE STATUTORY LIMITS	OTH-ER
					EL. EACH ACCIDENT	\$
					EL. DISEASE - EA EMPLOYEE	\$
					EL. DISEASE - POLICY LIMIT	\$
	OTHER					
A	Prof. Liability	2003-01623	04-14-03	04-14-04		1,000,000

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

The certificate holder is named as an additional insured under the policy.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

COUNTY OF SAN MATEO
HUMAN SERVICES AGENCY

262 Harbor Boulevard
Belmont, California 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

Janet Balbo