



**AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

CHILD ABUSE PREVENTION CENTER

For the Period of

JULY 1, 2003 THROUGH JUNE 30, 2004

**Agency Contact Person:
Mary Ann Tse
Regional Program Manager
Human Services Agency
650.802.5115**

**AGREEMENT WITH THE CHILD ABUSE PREVENTION CENTER
FOR
CHILD ABUSE AND NEGLECT PREVENTION AND INTERVENTION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CHILD ABUSE PREVENTION CENTER (CAPC) 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, with:

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: Compliance with Section 504
- Exhibit D: Program Monitoring
- Exhibit E: Program Specific Requirements
- Exhibit F: Equal Benefits Compliance Declaration Form

2. _____

Volunteer Case Aide: A volunteer trained to assist a Child Welfare Worker in delivery of services to the children and families known to the Human Services Agency.

3. **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 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.

4.

- 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 FOURTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$114,800)** 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 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 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of 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. Payment for all services provided pursuant to this contract is contingent upon the availability of County, State, and Federal funds. 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.

5.

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 Services Rules.

6. **Hold Harmless**

Contractor shall indemnify and save harmless County, it's 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 damage to any person or property, including but not limited to, passive negligence of County, it's 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 damages for which the County has been found in a court of competent jurisdiction to be solely liable by reason of it's 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.

7. **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 Agency and Contractor shall use due 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 Worker's 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 |

- B. After one (1) 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.
- C. 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.

8. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below

- A. - .
- 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 Agreement.

- 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 to Domestic Partners** In 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.

9. **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.

10. **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 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.

11. **Assignments and Subcontracts**

- A. Without the written consent of the Director of 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 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 Human Services Agency or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of 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.

12. **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.

13. **Compliance with Applicable Laws**

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

14. **Monitoring**

All services performed and payments made pursuant to this agreement shall be monitored according to the protocol set forth in Exhibit D, attached hereto and incorporated by reference herein.

15. **Program Specific Requirement**

Contractor shall comply with the program specific requirements contained in Exhibit E, attached hereto and incorporated by reference herein.

16. **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.

17. **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:

In the case of County, to:

- 1) Mary Ann Tse
Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94002
650.802.5115
- 2) In the case of Contractor, to:
Lynda E. Gayden
Executive Director
Child Abuse Prevention Center
400 Convention Way, Suite 200
Redwood City, CA 94063
650.562.0731

B. **Construction**

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.

18. **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; and
- e. Participating in a review of performance and outcome information;
- 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.
- c. Conduct review of performance and outcome information.

19. **Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement for Child Abuse Prevention Center the term of this Agreement shall be from July 1, 2003 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Human Services Agency or her designee at any time upon thirty- (30) days' written notice to the other party.

IN WITNESS WHEREOF, 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 Said Board

Date: _____

CHILD ABUSE PREVENTION CENTER

LYNDA E. GAYDEN, Ex. Director

Name, Title - Print

Lynnda E. Gayden

Signature

Date: *May 22, 2003*

PROGRAM DESCRIPTION

CHILD ABUSE PREVENTION CENTER

July 1, 2003 through June 30, 2004

I. VOLUNTEER CASE AIDE PROGRAM

1. Contractor will provide the Volunteer Case Aide Program for the County's Human Services Agency, Children and Family Services Division. Volunteer Case Aides will work with a team of social workers under the direction of a Children and Family Services supervisor. Volunteer Case Aides will function in an unpaid paraprofessional capacity to help the social worker with a variety of tasks on behalf of children and their families.
2. Contractor will recruit screen, interview and train volunteers six times per year. Specific recruitment will be done targeting minority and bilingual candidates. In addition, Contractor will be responsible for facilitating fingerprinting of volunteers, securing identification badges and clearance for volunteers to drive county vehicles.
3. Contractor will have a full-time on-site program coordinator and continuously maintain a base of fifty (50) volunteers to serve Children and Family Services. Each active volunteer is to provide a minimum of four (4) hours per week for a minimum period of six (6) months. Volunteers will be available to serve all three (3) regions of the County; Thirty percent (30%) North, thirty five percent (35%) South and thirty five percent (35%) Central.
4. Contractor's volunteers will provide supervised visits, transportation of clients, parents and children, tutoring, mentoring, child care for selected groups, written reports and other services as requested by the social worker and approved by the supervisor.
5. The goals for the Volunteer Case Aide program are:
 - Provide at least 60 hours of volunteer time per week
 - Provide one full time on-site coordinator
 - Recruit, screen, and train the volunteers
 - Submit a recruitment plan that provides for recruiting from diverse populations
 - Provide supervised visit and mentoring by volunteers who will document their activities with clients
 - Provide childcare and transportation among other services as requested by staff of Children & Family Services

6. Contractor's program coordinator will receive on-site supervision from the Human Services Agency's Northern Regional Director or his designee.
7. Contractor will meet quarterly with and submit monthly reports to the Human Services Agency's Northern Regional Director or his designee.
8. County shall have the right to reject any volunteer at the discretion of the Director of Human Services Agency.
9. Contactor will advise County of any volunteer or employee whose fingerprinting/background check discloses any criminal activity or any information that could pose a risk to the children served by the program.

EXHIBIT B

**PAYMENT SCHEDULE
CHILD ABUSE PREVENTION CENTER
July 1, 2003 through June 30, 2004**

I. In consideration for services provided by the Contractor pursuant to this agreement, County shall pay the Contractor according to the payment schedule described below:

A. County shall pay Contractor monthly according to the following payment schedule listed below for Volunteer Case Aide Services described in of Exhibit A. Payment for these services shall not exceed **ONE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$114,800)** for the contract term.

July	2003	\$ 9,566.67
August	2003	\$ 9,566.67
September	2003	\$ 9,566.67
October	2003	\$ 9,566.67
November	2003	\$ 9,566.67
December	2003	\$ 9,566.67
January	2004	\$ 9,566.67
February	2004	\$ 9,566.67
March	2004	\$ 9,566.67
April	2004	\$ 9,566.67
May	2004	\$ 9,566.67
June	2004	\$ 9,566.63
Total for Volunteer Case Aide Services		\$114,800.00

B. All payments under this Agreement must directly support services specified in this Agreement.

(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.

Chloe Anne Peterson, Director
Name of 504 Person

400 Convention Way

Redwood City, CA 94063

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

May 22, 2023
Date

[Signature]
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."

PROGRAM MONITORING

CHILD ABUSE PREVENTION CENTER

July 1, 2003 through June 30, 2004

The Volunteer Case Aide Program is monitored monthly by written statistical reports provided by CAPC to the Children and Family Services Program Monitor for the County of San Mateo, Human Services Agency.

**CHILD WELFARE SERVICES
PROGRAM SPECIFIC REQUIREMENTS**

1. **Audit Requirements:**

Contractor agrees to furnish the County within one hundred fifty (150) days from the termination of this agreement a certified fiscal and compliance audit of related expenditures during the term of the agreement based upon the financial statement described in Section 4 of Exhibit E. Such audit shall be completed by an independent public accountant indicating that the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles and the provisions of this agreement. Failure to obtain an unqualified opinion shall be sufficient cause for County to refuse payment of any monies under this or any other, or any subsequent agreement with Contractor, until such time as an unqualified opinion is given.

2. **Responsibility for Audit Exception:**

It being understood by both parties hereto that the County's funding source herein is both a County and State appropriation, and it being further understood that the Contractor is responsible for administering the program as described herein. Contractor agrees to accept responsibility for receiving, repaying to and/or complying with any audit exceptions by appropriate State and County audit agencies. Contractor also agrees to pay to County the full amount of County's liability to the State Government resulting from said audit exception.

3. **Allowability of Costs:**

Shall be determined in accordance with the cost principles established in 45 CFR 74.174 for determining costs applicable to contracts with non-profit organizations.

4. **I**

- a. Contractor shall complete a Financial Statement (unaudited) within ninety (90) days after the termination of this Agreement, which shall be the preliminary financial and statistical report. A final audited financial and statistical report will be submitted by Contractor to County once their books are closed.
- b. The Financial Statement shall provide detailed information related to financial activity during the term of this Agreement and shall be prepared in a format approved by the County.

5. **\ _ _ _ _ _ | _ _ _ _ _ | _ _ _ _ _**

For the purposes of data gathering and analyzing the service given and the overall service results, and so long as it does not infringe upon the rights of the client/Contractor's confidentiality, the County will have access to any file or record kept by Contractor on any client receiving services within the scope of this Agreement for purposes of data gathering and analyzing the service given and the overall service results. In addition, in the event the Contractor loses its corporate standing or should decide to discontinue its program, all files and records maintained pursuant to this Agreement will become the property of the County.

6. **Publish:**

The County and the State Department of Social Services shall have a royalty-free, non-exclusive and irrevocable license to publish, translate, or use, now, or hereafter, all material developed under this contract, including those covered by copyright. CAPC will not have program materials available for publishing but has no restrictions on publishing the procedure manual.

Equal Benefits Compliance Declaration Form

I Vendor

Name of Contractor: Child Abuse Prevention Center
 Contact Person: Lynnda E. Gayden
 Address: 400 Convent Way Ste. 200
Redwood City CA 94063
 Phone Number: 650.362.0731
 Fax Number: 650.362.0744

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 22 day of May 2003 at Belmont (City)


California
 (State)
Lynnda E. Gayden
 Signature
Executive Director
 Title

LYNDA E. GAYDEN
Name (Please Print)

**SAN MATEO COUNTY
MEMORANDUM**

DATE: May 14, 2003

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: Child Abuse Prevention Center

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 Volunteer Case Aide Program.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$1,000,000</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>\$1,000,000</u>	<input checked="" 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:


Risk Management Signature

5-15-03
Date

PRODUCER
Lawson-Hawks Ins-Mountain View
Lic. #0401806
883 N.Shoreline Blvd,PO Box 39
Mountain View CA 94042
Phone:650-964-8000 Fax:650-964-0816

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

Child Abuse Prevention Center
400 Convention Way Suite #200
Redwood City CA 94063

INSURER A: Philadelphia Ins. Company
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	PHPK041131	02/15/03	02/15/04	EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 100000
					MED EXP (Any one person) \$ 5000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	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	PHPK041131	02/15/03	02/15/04	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 \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liab.	PHPK041131	02/15/03	02/15/04	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
County of San Mateo is shown as Additional Insured as their interests may appear. Coverage includes volunteers as Named Insured; Social Workers. Professional Liability. Exclusions: Pollution and Employment Related Practices. *Except 10 days for non-payment.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

COUNTISM
County of San Mateo
Human Services Agency
Maggie Wong
400 Harbor Blvd., 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 *Sharon Bise*

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JC
CHILD-2

DATE (MM/DD/YYYY)
03/26/03

PRODUCER (WC) Heffernan Insurance Brkrs 1350 Carlback 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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Child Abuse Prevention Center 400 Convention Way, Ste 200 Redwood City CA 94603	INSURER A: REPUBLIC INDEM. CO OF AMERICA	
	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.

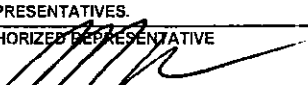
INSR' ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS									
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$									
	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 (Ea accident) \$ 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 \$									
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	02807309	04/01/03	04/01/04	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1000000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1000000	E.L. DISEASE - EA EMPLOYEE	\$ 1000000	E.L. DISEASE - POLICY LIMIT	\$ 1000000	
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$ 1000000													
E.L. DISEASE - EA EMPLOYEE	\$ 1000000													
E.L. DISEASE - POLICY LIMIT	\$ 1000000													

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

Evidence of Workers Compensation coverage

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF SAN MATEO HUMAN SERVICES AGENCY 400 HARBOR BLVD. 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 <u>30</u> 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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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.