



**SECOND AMENDMENT TO
AN AGREEMENT BETWEEN**

COUNTY OF SAN MATEO

AND

SOR JUANA INES CENTER FOR DOMESTIC VIOLENCE PREVENTION

For the Period of

OCTOBER 1, 2002 THROUGH JUNE 30, 2005

**Agency Contact Person:
Mark Lane, Southern Regional Director
Children and Family Services
Human Services Agency
650.599-3831**

SECOND AMENDMENT TO THE AGREEMENT WITH
SOR JUANA INES CENTER FOR DOMESTIC VIOLENCE PREVENTION

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 SOR JUANA INES 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, on October 22, 2002, the Board of Supervisors authorized execution of an Agreement with Center for Domestic Violence Prevention for intervention services to battered women and their children (the "Original Agreement"); and

WHEREAS, the Center for Domestic Violence and Sor Juana Ines merged to become the Sor Juana Ines Center for Domestic Violence and Prevention (SJICDVP); and

WHEREAS, on May 6, 2003, the Board of Supervisors approved a First Amendment to the Agreement with Sor Juana Ines Center for Domestic Violence and Prevention (SJICDVP) which added additional funds and extended the term to June 30, 2004 (the "First Amendment") and thereby established as "Amended Agreement".

WHEREAS, the parties now desire to enter into a Second Amendment.

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

1. Paragraph A of Section 4 of the Amended Agreement ("**Payments**") is hereby amended in its entirety 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 **FOUR HUNDRED TWENTY THREE THOUSAND SIX HUNDRED DOLLARS (\$423,600) for this contract period.**
2. Section 5 – Hold Harmless is amended to read as follows:

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, or 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 ~~the~~ ~~Contractor~~ belonging, (C) **any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth**

in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by 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 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.

3. Section 12 – Compliance with Applicable Laws is amended to read as follows:

Compliance with Applicable Laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

4. 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, 2005**. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty-(30) days' written notice to the other party.

5. **Exhibit A.** is amended to add the following:

III. Violence in Families Initiative Program (VIP) Specialist

Program Specialist Duties:

- Participate on and provide support to the VIP Response Task Force;
- Receive and assess law enforcement reports regarding children living in homes where a domestic violence incident has occurred;
- Receive and assess referrals from CPS regarding families experiencing domestic violence with children under the age of 18 years living in the home;
- Receive and assess referrals from other community organizations regarding families experiencing domestic violence with children under the age of 18 years living in the home;
- Coordinate the community response to the referred families; and
- Develop referrals sources for the coordinated community response.

6. **Exhibit B.** Section I of the Amended Agreement (“Payment Schedule”) is amended to read as following:

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, 2033	-	\$25,000
July	15, 2003	-	\$12,500
August	15, 2003	-	\$12,500
September	15, 2003	-	\$74,250
October	15, 2003	-	\$12,500
November	15, 2003	-	\$12,500
December	15, 2003	-	\$12,500
January	15, 2004	-	\$12,500
March	15, 2004	-	\$12,500
April	15, 2004	-	\$12,500
May	15, 2004	-	\$12,500
June	15, 2004	-	12, 500
July	15, 2004	-	\$61,750
Total for 10/02 – 7/04			\$423,600

The County shall contribute **\$123,500** of this funding to SJICDVP for salaries and benefits for the VIP Program Specialist position. The position is for a two year period beginning September 1, 2003 and ending June 30, 2005.

The Specialist will provide services of domestic violence prevention and intervention to battered women and their children.

7. All other terms and conditions of the Amended Agreement 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

SOR JUANA INES CENTER FOR DOMESTIC VIOLENCE PREVENTION

By: Melissa Lukin _____
Name: Melissa Lukin _____
Title: Executive Director _____
Date: 9/2/03 _____

(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 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 Luter

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 94070

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 Luter

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 Lukin
 Address: 840 Hinckley Road
Burlingame, CA 94010
 Phone Number: 650-652-0800 x138
 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 10th day of April 2003 at Burlingame
(City)

California
(State)
Melissa Lukin
Signature

Melissa Lukin
Name (Please Print)

Executive Director
Title

94-248-1188
Contractor Tax Identification Number

**SAN MATEO COUNTY
MEMORANDUM**

DATE: August 29, 2003
TO: Priscilla Harris Morse FAX: 363-4864 PONY: FPS 163
FROM: Janice Jumper FAX: (650) 596-3478 PONY: HSA210
SUBJECT: Contract Insurance Approval

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

CONTRACTOR NAME: Sor Juana Ines Center for Domestic Violence Prevention

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: NO

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 10+

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Funding for a new position - VIP Program Specialist - for two years.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1m \$100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1m \$100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1m \$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

The Center for Domestic Violence and Sor Juana Ines, merged. The new name is "Sor Juana Ines Center for Domestic Violence Prevention".

Priscilla Morse 9/2/03
 Risk Management Signature Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04-18-03

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:

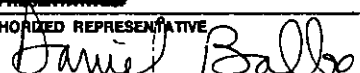
COVERAGES

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 <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	2003-01623	04-14-03	04-14-04	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 - COMP/OP AGG \$1,000,000
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	2003-01623 2003-01623	04-14-03 04-14-03	04-14-04 04-14-04	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 AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER 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 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	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SUPPLEMENTARY TO THE POLICY AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER:
2002-03602

POLICY TYPE:
LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED---DESIGNATED PERSON OR ORGANIZATION:
CITY OF DALY CITY

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

POLICY TYPE:
LIABILITY

SCHEDULE:
9/14/2002-9/14/2003

NAME OF PERSON OR ORGANIZATION:
THE CITY OF DALY CITY

ADDITIONAL WORDING IF NECESSARY:
THE CITY OF DALY CITY, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS A FUNDING SOURCE IN REGARDS TO THE ACTIVITIES OF THE INSURED UNDER THIS AGREEMENT.

(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 insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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