



**THIRD AMENDMENT TO
AN AGREEMENT BETWEEN**

COUNTY OF SAN MATEO

AND

**SOR JUANA INES SOR JUANA INES CENTER FOR DOMESTICE VIOLENCE
PREVENTION**

For the Period of

OCTOBER 1, 2002 THROUGH JUNE 30, 2005

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

THIRD AMENDMENT TO THE AGREEMENT WITH
SOR JUANA INES CENTER FOR DOMESTICE VIOLENCE PREVENTION

THIS THIRD 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 DOMESTICE VIOLENCE PREVENTION hereinafter called "Contractor

W I T N E S S E T H:

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, on October 22, 2002, the Board of Supervisors authorized execution of an Agreement with Center for Domestic Violence Prevention and Intervention Services to Battered Women and their Children (the "Original Agreement"); 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, on September 23, 2003, the Board of Supervisors approved a Second Amendment to add Violence in Families Initiative (VIP) Grants funds for a newly created position.

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

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

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 Sor Juana Ines 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 Agency or her designee at any time upon thirty- (30) days' written notice to the other party.

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

3. Contractor will provide transitional housing and supportive services for the family.

5. 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 DOMESTICE VIOLENCE PREVENTION

Signature: Melissa Lukic

By: Melissa Lukic, Director
Name and Title:

Date: 10/21/03

**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.
INSURED LA CASA DE SAN MATEO dba: CENTER FOR DOMESTIC VIOLENCE PREVENTION	INSURERS AFFORDING COVERAGE 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"/> PROJECT <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	04-14-03	04-14-04	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000
		2003-01623	04-14-03	04-14-04	BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY: EA ACC	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				OTHER: AGG	\$
	OTHER A Prof. Liability	2003-01623	04-14-03	04-14-04	WC STAT-TORY LIMITS	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
						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 WRIT NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT NOT THROUGH THE INSURER'S OBLIGATION OR LIABILITY OF ANY KIND TO OR FOR THE INSURED OR REPRESENTATIVE AUTHORIZED REPRESENTATIVE <i>Samuel Balbo</i>
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(Required only from Contractors who provide services directly to the Public on the County's behalf.)

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

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

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

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

a. employs fewer than 15 persons.

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

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

Burhanese, 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 x132
 Fax Number: 650-652-0805

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 2002 at Burlingame
(City)

California
(State)
Melissa Lukin
Signature

Melissa Lukin
Name (Please Print)

Executive Director
Title

94-248-1198
Contractor Tax Identification Number