

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA), 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 thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of enhancing services to San Mateo County's domestic violence population, pursuant to W&I Part 6, Chapter 5, the Domestic Violence Centers Act, Section 18290 et seq.

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

**1. Exhibits.**

The following exhibits are attached hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and rates
- Exhibit C-- Conflict of Interest Requirements
- Attachment I—§504 Compliance

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

**3. Payments.**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED DOLLARS, (\$316,500).

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2004 through December 31, 2006.

This Agreement may be terminated by Contractor, the Chief Probation Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds.**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

**6. Relationship of Parties.**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless.**

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 whomsoever 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.

**8. Assignability and Subcontracting.**

~~Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.~~

**9. Insurance.**

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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division 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 Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any subcontractor 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 |

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.

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.

**10. Compliance with 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.

**11. Non-Discrimination.**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Retention of Records, Right to Monitor and Audit.**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

**13. Merger Clause.**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**14. Controlling Law.**

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.

**15. Notices.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

~~In the case of County, to:~~

San Mateo County Probation  
400 County Center  
Redwood City, CA 94063  
Attn: Christine McGlynn, Probation Services Manager I

In the case of Contractor, to:

CORA  
PO Box 5090  
San Mateo, CA 94402  
Attn: Melissa Lukin, Executive Director

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

COUNTY OF SAN MATEO

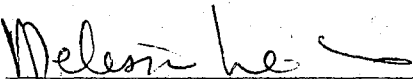
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)

  
\_\_\_\_\_  
Contractor's Signature

Date: 4/1/04

## EXHIBIT A

### SERVICES

#### COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)

The purpose of this Agreement is to enhance Contractor's ability to provide direct services to survivors of domestic violence in San Mateo County pursuant to Welfare & Institutions Code (W&I), Division 9, Part 6, Chapter 5, the Domestic Violence Centers Act, Section 18290 et seq.

#### I. Services

##### A. Contractor shall provide services as described in W&I 18294 as follows:

W&I 18294 says: "Such programs shall be designed to provide the following basic services to victims of domestic violence and their children:

1. Shelter on a 24 hours a day, seven days a week basis.
2. A 24 hours a day, seven days a week switchboard for crisis calls.
3. Temporary housing and food facilities.
4. Psychological support and peer counseling.
5. Referrals to existing services in the community and followup on the outcome of the referrals.
6. A drop-in center to assist victims of domestic violence who have not yet made the decision to leave their homes, or who have found other shelter but who have a need for support services.
7. Arrangements for school age children to continue their education during their stay at the center.
8. Emergency transportation to the shelter, and when appropriate, arrangements with local law enforcement for assistance in providing such transportation."

##### B. Contractor provide additional services as described in W&I 18295 as follows:

W&I 18295 says: "In addition to the services required in Section 18294, to the extent possible, and in conjunction with already existing community services, the centers shall provide a method of obtaining the following services for the victims of domestic violence:

1. Medical care.
2. Legal assistance.
3. Psychological support and counseling.
4. Information regarding reeducation, marriage and family counseling, job counseling and training programs, housing referrals and other available social services."

##### C. Description of Services to be Performed by Contractor

#### 1. Client Services

- a. 24-hour Crisis Line: Contractor shall provide crisis line, 24-hour, year-round emergency assistance to victims (clients) of domestic violence, as well as those in danger of becoming victims of violence. Contractor shall provide nonjudgmental support, immediate and accurate referrals,



assistance with creating a safety plan, and information and referrals, which will assist clients in escaping future violence and creating a life away from the client's abusive partner.

- b. Crisis Intervention Peer Counseling (Individual and Group): Contractor shall provide crisis intervention peer counseling (individual and group) to Contractor's clients.
- 1) Individual: Individual peer counseling shall be delivered at Contractor's business office in Burlingame and at satellite locations throughout the county by crisis line staff with appropriate degrees and training.
  - 2) Group: Peer support groups shall be offered at satellite locations in North and Central County, and shall be facilitated by agency staff and trained volunteers with appropriate degrees, language skills, and training. These groups focus on domestic violence education, problem solving, and providing support. Groups shall be offered in English, Spanish, and Tagalog.

2. Emergency Response Services

- a. Contractor shall provide an Emergency Response Program (ERP) that provides emergency response to domestic violence calls from law enforcement on a 24-hour basis. Contractor shall maintain working agreements with every Law Enforcement Agency in San Mateo County. Initial referral to Contractor shall be typically by means of a police officer's call to Contractor's dedicated ERP line. This call is made from the scene of a domestic violence incident within the county.
- b. Contractor shall maintain an ERP counselor/advocate on a 24-hour basis. The ERP counselor/advocate shall respond by phone to a police officer's call within 10 minutes and make initial contact with the victim and perpetrator during that call. Contractor shall perform an assessment to determine danger to the victim and the degree of services required. Contractor shall arrange for the necessary services, which may include phone counseling, on-site crisis intervention, working with the police officer to arrange transportation to a safe place for emergency shelter, and other services as needed. If the officer determines that there is no crisis he or she may fax the report or send a voicemail message to Contractor's business office, and Contractor shall attempt phone contact within the working day the referral is received. This is referred to as a follow up call.

II. Reporting Requirements of Contractor

A. W&I Reporting Requirements

Contractor shall provide reports pursuant to the following W&I Sections:

1. Section 18290, progress reports shall include a description of the social and economic characteristics of persons receiving services by type of service provided.

2. Section 18299, Fiscal Reports. Contractor shall maintain annual fiscal reports in a form to be prescribed by the County Auditor and Controller.
3. Section 18300, Annual Report; Contents; Availability to Public. An annual report shall be prepared by Contractor for submission to the County Board of Supervisors. The report shall include, but not be limited to, the total number of persons requesting services of the centers, the number of persons served in the center by each type of service provided, and a description of the social and economic characteristics of persons receiving services by type of service provided. The report shall be made available to the public on request.

B. County Reporting Requirements

1. Contractor and County shall cooperatively develop a progress report outlining achieved performance measures described in subparagraph II.C, below.
2. Contractor shall submit to the County reports describing achieved progress to performance measures listed in subparagraph II.C, below, on a bi-annual basis. The first report is due to County July 31, 2004. Subsequent reports shall be due January 31 and July 31 of the following years.

C. Performance Measures:

<b>Client Services and Emergency Response Program (Number of Persons Served)</b>	<b>02/03 Actual</b>	<b>03-04 Projected</b>	<b>04-05 Projected</b>	<b>05/06 Projected</b>
Crisis Line Contacts	3,761	3,850	4,100	4,150
Individual Counseling Sessions	546	580	745	800
Emergency Response Follow-Up Calls	1,500	1,550	1,850	1,900

III. 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, California Penal Code 11164 et seq. Contractor will ensure that 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:

1. 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.
2. 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.

3. Contractor warrants that its employees, subcontractors, assignees, volunteers, and any other persons who, while providing services under this contract, who have supervisory or disciplinary power over any person under his or her care or over any minor, have been fingerprinted in order to determine whether they have a criminal history which would compromise the safety of minors with whom Contractor's employees, subcontractors, assignees or volunteers have contact (see Penal Code 11105.3). Contractor further warrants that said employees, subcontractors, assignees, volunteers, and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services will be at Contractor's sole expense.

IV. Conflict of Interest

- B. Contractor shall comply with conflict of interest requirements for non-profit agencies as set forth in Exhibit C.

V. Corrective Action

If County discovers any practice, procedure, or policy of Contractor which, in the judgement of the Chief Probation officer, fails to meet the standard set forth in paragraph 1 of the agreement or otherwise threatens the success of the program carried on pursuant to this Agreement, or which jeopardizes the fiscal integrity of said program, County shall give Contractor 15 days written notice during which time the discrepancy or discrepancies shall be corrected to the satisfaction of County. At the expiration of the 15-day period, if County is satisfied that the discrepancy has been corrected, county shall notify Contractor in writing of satisfactory resolution of the discrepancy. In the event the discrepancy is not resolved, County shall give the Contractor written notice that the corrective action is unsatisfactory and this Agreement shall be deemed terminated, and an effective date of termination shall be stated. No additional notice and no hearing shall be necessary. In the event of termination, all finished or unfinished documents, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In such event, County shall reimburse Contractor for the value of satisfactory services performed for the benefit of residents of San Mateo County up to the date the notice is served to Contractor that County is terminating the contract.

## EXHIBIT B

### I. Amount and Method of Payment

In consideration of the successful progress of the goals described in Exhibit A, Contractor shall be paid as follows:

- A. For the period January 1, 2004 through December 31, 2004 (Year 1):  
Lump sum amount of \$164,000 to be paid upon receipt of invoice.
- B. For the period January 1, 2005 through December 31, 2005 (Year 2):  
Quarterly payments of \$18,750  
Payments for Year 2 shall not exceed \$75,000.
- C. For the period January 1, 2006 through December 31, 2006 (Year 3):  
Quarterly payments of \$19,375  
Payments for Year 3 shall not exceed \$77,500.
- D. Invoices shall be in the format specified by the County. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
- E. Invoice Schedule:
  - 1. For the period January 1, 2004 through December 31, 2004 (Year 1), Contractor shall bill immediately upon full execution of this Agreement.
  - 2. For the period January 1, 2005 through December 31, 2006 (Years 2 and 3) Contractor shall bill on or before 15 days after each quarter end for prior quarter's services.
- F. All invoices must include an invoice number on them before submitting for payment. Invoices are to be sent to the San Mateo County Probation Department, 400 County Center, Redwood City, CA 94063 Attn: Christine McGlynn. The County shall not be obligated to pay Contractor for services covered by any invoice received more than 90 days after the date Contractor renders the services, or more than 90 days after this Agreement terminates, whichever is earlier.
- G. In the event the annual Domestic Violence Trust Fund is increased during the term of this Agreement, the County, through the County Manager, may negotiate an increase to this Agreement by an amount equal to the percentage increase in the Domestic Violence Trust Fund Allocation, but no increase is to exceed the current San Francisco Bay Area Consumer Price Index (CPI) prevailing in the year that the allocation increase becomes effective. Any increase is contingent upon Contractor providing acceptable performance of its services under the Agreement.

- H. In the event Contractor claims or receives payment from the County for a service, reimbursement for which is later disallowed by Probation or the State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to the County upon request, or at its option, the Probation Department may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- I. Payment for services provided are contingent upon the availability of County, State or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the Probation Department shall not be liable for any payment whatsoever; including but not limited to, payments that are based on County funds. The County may terminate this Agreement for unavailability of Federal, State or County funds.

V. County Responsibilities

The Probation Department will assign a Program Liaison to monitor program services and reporting required under this Agreement. County's Liaison shall:

1. Review and monitor all correspondence and reports submitted by Contractor.
2. Meet with Program Directors and staff as required.
3. Conduct site visits at least bi-annually during the term of this Agreement. Site visits shall be pre-arranged with reasonable notice and may occur at Contractor's base offices and/or satellite counseling sites.
4. Provide ongoing technical assistance as needed.

## EXHIBIT C

### CONFLICT OF INTEREST REQUIREMENTS

Contractor shall:

- I. Comply with the California Corporations Code on Non-Profit Corporations.
- II. Not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having the first disclosed the same to the governing board.
- III. Disclose to County in writing, within fourteen (14) days of the occurrence of any of the following circumstances:
  - A. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    1. Any member of Contractor's governing board.
    2. Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    3. Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - B. When Contractor enters into any agreement for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market.
- IV. If the Chief Probation Officer or his authorized representative reasonably determines that any activity constitutes a conflict of interest which is detrimental to participants, program implementation, or program functioning, County may require Contractor to cease said activity.
- V. If Contractor does not cooperate with any of the provisions of Paragraphs I-IV of this section, County may withhold payment with justification in writing to Contractor.

ATTACHMENT I

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 and 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 LuKin

Name of 504 Person - Type or Print

Community Overcoming Relationship Abuse

840 Hinkley Road #215

Name of Contractor(s) - Type or Print

Street Address or PO Box

Burlingame

CA

94010

City

State

Zip Code

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

4/1/04

Date

Melissa LuKin Executive Director

Signature and Title of Authorized Official

NOTE: EXCEPTION: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped 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."

PROBATION DEPARTMENT

Loren Bুদ্ধress, Chief Probation Officer



COUNTY OF SAN MATEO

Email: Lbুদ্ধress@co.sanmateo.ca.us

Attachment II

DATE: April 5, 2004

TO: Priscilla Morse, Risk Manager  
FROM: Janell Quintana, Probation Contracts, PRO302AD Fax: (650) 458-9758  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Community Overcoming Relationship Abuse (CORA).

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Contractor shall provide domestic violence prevention services, including emergency shelter, transitional housing, legal representation, advice and accompaniment, a 24-hour hotline, counseling, and community outreach.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1 mil	X		
Motor Vehicle Liability	1 mil	X		
Professional Liability	1 mil	X		
Workers' Compensation	1 mil	X		

REMARKS/COMMENTS: See attached—jq

*Richard R. Johnson* 4/5/04  
Risk Management Signature Date



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2004

**PRODUCER** (650)341-4484 FAX (650)341-4465  
Business Professional Ins. Assoc. Inc.  
1519 South B Street  
San Mateo, CA 94402

**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** Center for Domestic Violence Prevention Inc.  
840 Hinckley Rd. #215B  
Burlingame, CA 94010


INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Compensation Ins. Fund	
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 ADDL LTR (INSR#)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <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) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	488-686-02	10/02/2003	10/02/2004	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 1,000,000												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Proof of Insurance  
 \*10 Day for Non-Payment of Premium.

CERTIFICATE HOLDER	CANCELLATION
County of San Mateo 21 Tower Road San Mateo, CA 94402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30*</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Debbie Upland/DOM 

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 04-02-04
<b>PRODUCER</b> Paul R. Nadler & Associates 1560 Laurel Street, Suite 200 San Carlos Ca 94070-5115		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.  <b>INSURERS AFFORDING COVERAGE</b>
<b>INSURED</b> CENTER FOR DOMESTIC VIOLENCE PREVENTION, dba: COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA),		
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	2004-01623	04-14-03	04-14-05	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
					GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A 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	2004-01623 2004-01623	04-14-03 04-14-03	04-14-05 04-14-05	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  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability	2004-01623	04-14-03	04-14-05	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.  
 San Mateo County and its officers, agents, employees and servants are named as additional insureds.

<b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/> <b>ADDITIONAL INSURED; INSURER LETTER:</b> COUNTY OF SAN MATEO PROBATION DEPARTMENT  21 Tower Road San Mateo, California 94402	<b>CANCELLATION</b> 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>Daniel Balbo</i>
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COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Community Overcoming Relationship Abuse (CORA)
Contact Person: Melissa Lukin-Rai, Executive Director
Address: 840 Hinkley Road #214, Burlingame, CA 94010
Phone Number: 650-652-0800
Fax Number: 650-652-0808

II Employees

Does the Contractor have any employees? [X] 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 1st day of April, 2004 at

California (State)
Melissa Lukin-Rai
Signature

Executive Director
Title

Burlingame
(City)

Melissa Lukin
Name (Please Print)

94-2481188
Contractor Tax Identification Number