



**AMENDMENT TO THE AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**CHILD ABUSE PREVENTION CENTER**

**For the Period of**

**JULY 1, 2003 THROUGH JUNE 30, 2005**

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

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, 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; and

WHEREAS, the parties entered into an Agreement on June 10, 2003; and

WHEREAS, the parties wish to amend the Agreement to add \$114,800 for FY 2004-2005, for a new total obligation of \$229,600 and extend the term to June 30, 2005.

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

The following exhibits are attached hereto and incorporated by reference therein.

1. **Section 1 – Exhibits, is amended to read as follows:**

- Exhibit A: Program Description, Revised 04/04 hereby replaces Exhibit A**
- Exhibit B: Payment Schedule, Revised 04/04 hereby replaces Exhibit B**
- Exhibit C: Compliance with Section 504
- Exhibit D: Program Monitoring
- Exhibit E: Program Specific Requirements
- Exhibit F: Equal Benefits Compliance Declaration Form

2. **Section 4 - Paragraph A – Payments, is amended to read as follows:**

- A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **TWO HUNDRED TWENTY NINE THOUSAND SIX HUNDRED DOLLARS (\$229,600)** for the contract term.

3. **Section 6 – Mutual Hold Harmless, is amended to read as follows:**

- a. **It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.**
- b. **It is agreed that County shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.**
- c. **In the event of concurrent negligence of County, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.**

4. **Section 19 - Term of the Agreement, is amended to read as follows:**

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, 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.

5. **All other terms and conditions of the Agreement dated June 10, 2003 shall remain in full force and effect.**

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:

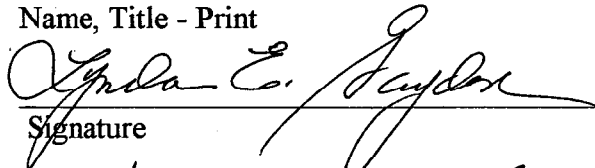
\_\_\_\_\_  
Clerk of Said Board

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

CHILD ABUSE PREVENTION CENTER

LYNDA E. GAYDEN  
EXECUTIVE DIRECTOR

Name, Title - Print

  
Signature

Date: May 20, 2004

**PROGRAM DESCRIPTION**

**CHILD ABUSE PREVENTION CENTER**

**July 1, 2004 through June 30, 2005**

**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. Contractor 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.

## **II. VOLUNTEER CASE AIDES USE OF COUNTY VEHICLE:**

Occasionally, it may be necessary for a member of the Contractor's volunteer staff to use a County vehicle to transport a child/ren.

### **A. Contractor will:**

**Prior to volunteers driving a County vehicle:**

- **Furnish to the County with a list of volunteer's name, driver's licenses, date of birth and volunteer's valid car insurance certificate.**
- **Provide volunteers with Department of Motor Vehicle's (DMV) regulated automobile safety training as part of the Contractor's orientation program.**

### **B. County will:**

**Prior to volunteers driving a County vehicle:**

- **Obtain clearance from DMV.**
- **Furnish the Human Services Agency's Transportation Office with the names of drivers who have been authorized by the County's Risk Manager to operate County vehicles.**

**EXHIBIT B**  
**Revised 04/04**

**PAYMENT SCHEDULE**  
**CHILD ABUSE PREVENTION CENTER**  
**July 1, 2004 through June 30, 2005**

- 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	2004	\$ 9,566.67
August	2004	\$ 9,566.67
September	2004	\$ 9,566.67
October	2004	\$ 9,566.67
November	2004	\$ 9,566.67
December	2004	\$ 9,566.67
January	2005	\$ 9,566.67
February	2005	\$ 9,566.67
March	2005	\$ 9,566.67
April	2005	\$ 9,566.67
May	2005	\$ 9,566.67
June	2005	\$ 9,566.63
Total		\$114,800.00

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

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** April 21, 2004

**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 services

**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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: Thanks.

  
Risk Management Signature

4-29-04  
Date



**PRODUCER**  
Lawson-Hawks Insurance Assoc.  
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**  
 INDIVIDUAL  
 ORGANIZATION  
Child Abuse Prevention Center  
409 Sherman Ave. 2nd Flr.  
Palo Alto CA 94306

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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK069799	02/15/04	02/15/05	EACH OCCURRENCE \$ <b>1000000</b>
					FIRE DAMAGE (Any one fire) \$ <b>100000</b>
					MED EXP (Any one person) \$ <b>5000</b>
					PERSONAL & ADV INJURY \$ <b>1000000</b>
					GENERAL AGGREGATE \$ <b>2000000</b>
					PRODUCTS - COMP/OP AGG \$ <b>2000000</b>
A	<b>AUTOMOBILE LIABILITY</b> <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	PHPK069799	02/15/04	02/15/05	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1000000</b>
					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 EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
650-802-6401

\*Except 10 days notice for non-payment of premium.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
County of San Mateo Human Service Agency Attn: Anlinil Nath 400 Harbor Blvd. Bldg #B Belmont CA 94002	<b>COUNBEL</b>	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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

**STATE** P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807  
COMPENSATION  
INSURANCE

**FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

APRIL 23, 2004

GROUP:  
POLICY NUMBER: 1760952-2004  
CERTIFICATE ID: 2  
CERTIFICATE EXPIRES: 02-01-2005  
02-05-2004/02-01-2005

COUNTY OF SAN MATEO  
HUMAN SERVICE AGENCY  
400 HARBOR BLVD BLDG B  
BELMONT CA 94002

OFFICIAL STATE  
FUND DOCUMENT

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

OFFICIAL STATE  
FUND DOCUMENT

OFFICIAL STATE  
FUND DOCUMENT

EMPLOYER

CHILD ABUSE PREVENTION CENTER  
409 SHERMAN AVE FL 2  
PALO ALTO CA 94306

OFFICIAL STATE  
FUND DOCUMENT

## **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.