

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and, COMMUNITY OVERCOMING RELATIONSHIP ABUSE, 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 thereof;

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, provision of domestic violence services.

**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: Program Description
- Exhibit B: Payment Schedule
- Exhibit C: Monitoring Procedures
- Exhibit D: Compliance with Section 504
- Exhibit E: Equal Benefits Compliance Declaration Form
- Exhibit F: Fingerprinting Certification Form

**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 **ONE HUNDRED FIVE THOUSAND DOLLARS, (\$105,000).**

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2006.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or 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 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

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:**

April Dunham, Program Manager  
San Mateo County  
Human Services Agency  
400 Harbor Blvd., Bldg. C  
Belmont, CA 94002  
650.802.6571

**In the case of Contractor, to:**

Melissa Lukin-Rai, Executive Director  
Community Overcoming Relationship Abuse  
1633 Bayshore Highway, STE 280  
Burlingame, CA 94010  
650.652-0800

**16. 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.

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

**COMMUNITY OVERCOMING RELATIONSHIP ABUSE**

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

\_\_\_\_\_  
Name and Title

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

**PROGRAM DESCRIPTION  
COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)  
July 1, 2005 through June 30, 2006**

**A. TRANSITIONAL HOUSING**

CORA will provide staffed, safe transitional housing for DV victims and their children/dependents in locations throughout San Mateo County. Transitional housing clients will be successful graduates of CORA's Emergency Shelter program. A successful graduate is a client that has established a plan for safety for life beyond their 6-8 week stay at CORA's Emergency Shelter. A successful client's plan may include such components as obtaining a restraining order against her abuser, changing or obtaining a job, securing safe visitation for her children with the non-custodial parent, and changing her children's school. CORA will provide intake, assessment, recovery planning, counseling, education, and case management services for transitional housing residents. **Contractor will continue to provide this service the transitional housing services outlined in this paragraph with no additional funding under this Agreement and will utilize funds [what amount of funds and at what rate of payment?] from previous contracts [which contract or contracts?] until all funds have been expended.**

**B. VIP - EMERGENCY RESPONSE TO CALLS FROM LAW ENFORCEMENT**

In partnership with all law enforcement agencies in San Mateo County, CORA will contact victims (referred by law enforcement) who have received a response by law enforcement for a domestic dispute utilizing the Family Advocate Protocol developed by CORA in collaboration with the Violence in Families Initiative Program (VIP). **Contractor will continue to provide the emergency response services outlined in this paragraph with no additional funding under this Agreement and will utilize funds [what amount of funds and at what rate of payment?] from previous contracts [which contract or contracts?] until all funds have been expended.**

**C. COUNTY OF SAN MATEO FAMILY SELF-SUFFICIENCY TEAMS (FSSTs)**

For the months of July and August 2005, DV CORA will provide Domestic Violence Assessors within each FSST region. CORA's DV Assessors will attend each FSST meeting prepared to assist clients by sharing relevant information on domestic violence.

**D. OTHER SERVICES**

**1. TWENTY-FOUR HOUR CRISIS HOT LINE**

CORA will maintain a daily, 24-hour crisis hotline (650-312-8515 and 800-300-1080). Crisis intervention and assistance to DV victims will be provided through this telephone response.



## **2. COUNSELING**

- a. Peer/Individual – CORA will provide a means for DV victims to obtain individual counseling, when it is requested or deemed advisable by project staff. These structured services will be provided at the shelter and the business center.
- b. Group Counseling – CORA will provide interactive group counseling services, utilizing staff and/or appropriately trained volunteer facilitators.

## **3. EMERGENCY SHELTER**

CORA will provide staffed, safe and confidential emergency shelter services for DV victims and their children/dependents for 6-8 weeks in one location within San Mateo County. This shelter will be provided on a 24-hour basis for victims of domestic violence and their children, and includes, but is not limited to, hotel or motel arrangements, and/or safe house. CORA will provide intake, assessment, recovery planning, counseling, education, and case management services for shelter residents.

## **4. COUNSELING TO CHILDREN OF VICTIMS**

CORA will provide a means for children of DV victims to obtain counseling. The counseling will be goal-oriented, topic-focused and age-appropriate. These structured and facilitated services will be provided at the shelter and business center.

## **5. LEGAL ASSISTANCE FOR VICTIMS WITH TEMPORARY RESTRAINING ORDERS (TROs) AND OTHER PROTECTIVE AND/OR CUSTODY ORDERS**

CORA will employ qualified staff to provide information and assistance to victims of DV at its community office and through the agency's legal information line (650-259-1855). Services include: providing information about rights and legal processes; support; advocacy; restraining order assistance and/or representation, and assistance with custody, visitation, and other family law issues.

## **6. TEEN OUTREACH PROGRAM**

CORA's Teen Outreach Program will undertake the following activities:

- a. Conduct 12-15 DV prevention/education classroom workshops to teens in high schools, continuation and court schools and middle schools county-wide.
- b. Conduct 8-15 week anti-violence at-risk youth group. Teens will be from county Juvenile Hall, specified county high schools, as well as court and community schools. Teens will be at risk for IPV perpetration and/or victimization.

## **7. COMMUNITY EDUCATION PROGRAM**

CORA's Community Education department will undertake the following activities:

- a. With the support of the Promotoras, CORA will facilitate outreach presentations tailored to the Latino community with the objective of having community members come to understand the dynamics of domestic violence.
- b. With the support of the FilAm taskforce, CORA will facilitate outreach presentations tailored to the Filipino American cultural community with the objective of having community members come to understand the dynamics of domestic violence.
- c. CORA will provide outreach presentations to Tongans, Samoans or other Pacific Islanders so they come to understand the dynamics of domestic violence.
- d. With the help of Promotoras and volunteers, CORA will facilitate community outreach/education presentations to community members so they come to understand the dynamics of domestic violence. Includes "all other" community members (non-Latinos, FilAmericans, and Pacific Islanders).

**PAYMENT SCHEDULE**

**COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)**

**July 1, 2005 through June 30, 2006**

**I. BUDGET SUMMARY**

**a. COUNTY OF SAN MATEO FAMILY SELF-SUFFICIENCY TEAMS (FSSTs)**

The County will pay CORA the sum of \$5,000 for CORA's provision of a DV assessor for the months of July and August 2005 [as set forth in Paragraph C on Exhibit A?].

**b. OTHER SERVICES**

Services described herein as in Exhibit A- \$100,000

**Total contract amount- \$105,000**

**II. PAYMENTS**

In full consideration of the services provided by the Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3.A of this Agreement herein, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or his designee:

**1. Transitional Housing**

Contractor on a previous Agreement (Resolution #s 065636, 065966, 066362) received funds in the amount of \$100,000 and the remaining amount of \$23,524 will be used for continuation of services for part of FY 2005-06 until funds have been liquidated.

**2. VIP –EMERGENCY RESPONSE TO CALLS FROM LAW ENFORCEMENT**

Contractor on a previous Agreement (Resolution # 066283) received funds in the amount of \$123,500 and the remaining amount of \$56,178 will be used for continuation of services for part of FY 2005-06 until funds have been liquidated.

**3. County shall pay Contractor monthly of the maximum amount specified in paragraph 3.A of the body of the Agreement as specified below, unless otherwise specifically authorized by the Director of the Human Services Agency or his designee for FSST and OTHER SERVICES as follows**

July	\$10,833.00 (includes FSST in the amount of \$2,500)
August	\$10,833.00 (includes FSST in the amount of \$2,500)
September	\$8,333.00
October	\$8,333.00
November	\$8,333.00
December	\$8,333.00
January	\$8,333.00
February	\$8,333.00
March	\$8,333.00

April	\$8,333.00
May	\$8,333.00
June	<u>\$8,337.00</u>

**Total for FSST and  
OTHER SERVICES \$105,000.00**

4. County will pay Contractor no later than fifteen (15) working days after receipt of Contractor's invoice. In any event, the total payment to Contractor shall not exceed **ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000) for the term of this Agreement.**
5. County may withhold all or part of Contractor's total payment if the Director of the Human Services Agency or his designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit A. County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance is below 90% of the contracted number of units set forth in Exhibit C- Program Monitoring.
6. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
7. If the County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

**EXHIBIT C**

**PROGRAM MONITORING**

**COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)**

**July 1, 2005 through June 30, 2006**

I. Contractor agrees to the following outcomes:

**A. TRANSITIONAL HOUSING:** provide transitional housing to 30 adult and child victims of domestic violence.

**B. VIP - EMERGENCY RESPONSE TO CALLS FROM LAW ENFORCEMENT:** provide Family Advocate service to 1,000 victims.

**C. COUNTY OF SAN MATEO FAMILY SELF-SUFFICIENCY TEAMS (FSSTs):** Domestic Violence Assessors will attend ninety percent (90%) of the Family Self-Sufficiency Team (FSST) meetings and will provide linkage to services and resources for eighty percent (80%) of clients identified with domestic violence issues.

**D. OTHER SERVICES:**

**1. TWENTY-FOUR HOUR CRISIS HOT LINE-** will field 3,700 crisis line calls.

**2. COUNSELING**

a. Peer/Individual- will provide peer/individual counseling to 145 victims.

b. Group Counseling - will provide group counseling to 135 victims.

**3. EMERGENCY SHELTER** - will provide emergency shelter to 100 adults and 60 children.

80% of CORA's Shelter Program clients will receive referrals to services that will help them achieve greater self-sufficiency.

60% of CORA's Shelter Program clients will exit the program to transitional or permanent housing

**4. COUNSELING TO CHILDREN OF VICTIMS-** will provide counseling to 95 child victims of domestic violence.

**5. LEGAL ASSISTANCE FOR VICTIMS WITH TEMPORARY RESTRAINING ORDERS (TROs) AND OTHER PROTECTIVE AND/OR CUSTODY ORDERS -** will provide legal assistance to 950 domestic violence victims.

**6. TEEN OUTREACH PROGRAM-**

- will conduct outreach to 500 teens
- will organize 6-8 antiviolence groups that reach 35 teens.

## 7. COMMUNITY EDUCATION PROGRAM

- will conduct outreach to 500 Latinos.
- will conduct outreach to 275 Filipino Americans.
- will conduct outreach to 150 Tongans, Samoans and/or Pacific Islanders.
- will conduct outreach to 300 community members

**II.** Contractor must participate and be in compliance with the HOPE system. HOPE is a centralized web-based application utilized by the County of San Mateo to manage client and provider information. Compliance includes attending trainings offered by the County, entering contractor and client data into the HOPE system, and utilizing HOPE to store client information. The County will provide technical assistance and offer trainings to contracted agencies. Contractor shall maintain an ongoing compliance with HOPE.

**III.** Contractor will submit quarterly activity reports and brief narrative on the format provided by the Human Services Agency and are sent to the **Children and Family Services Contract Monitor, Marissa Saludes at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002**, showing the program's performance as stated above in the outcomes and a brief narrative. Quarterly activity reports are due on:

October 15, 2005  
January 15, 2006  
April 15, 2006  
July 15, 2006

**IV.** Contractor will submit to the **Children and Family Services Contract Monitor, Marissa Saludes, at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002**, a year-end report consisting of an annual budget showing plan and actual program costs and a roster of CORA's Board of Directors and meeting dates. The year-end report is due on July 31, 2006.

**V.** Contractor will submit to the **Children and Family Services Contract Monitor, Marissa Saludes, at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002**, a financial audit, as soon as it becomes available.

**VI.** Site visit will be conducted at least once during the term of the Agreement to review all aspects of program operations. Site visit may include a review of Contractor's programmatic and fiscal documentation related to required reports, as well as Board meeting minutes. These site visits will be arranged prior with the Executive Director and the Contractor Monitor.

**EXHIBIT D**

**COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)**

**(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.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Address

\_\_\_\_\_  
City & State Zip Code

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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**

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**I Vendor Identification**

Name of Contractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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**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.\*

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**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).

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**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**FINGERPRINTING CERTIFICATION FORM**

Agreement with **COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)**

**For Domestic Violence Services**

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date