

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and THE COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA), 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 provision of domestic violence services, as hereinafter described, for the Human Services Agency, Children and Family Services Division.

WHEREAS, the parties entered into an Agreement on July 1, 2005, wherein CORA agreed to provide domestic violence prevention and intervention services to Families in San Mateo County for the term of July 1, 2005 through June 30, 2006, for a maximum payment amount of \$105,000; and

WHEREAS, the parties wish to amend the Agreement to add \$86,411, for a new total maximum obligation of \$191,411, for the purpose of funding the CORA Emergency Response Program for FY 2005-06; and

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

1. Exhibits A, B, and C, are hereby deleted and replaced in their entirety with Exhibits A1, B1, C1, and Section 1 (“Exhibits and Attachments”) shall be amended to read as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A1—Program/Project Description (04/06)

Exhibit B1—Payment Schedule (04/06)

Exhibit C1— Program Monitoring (04/06)

Exhibit D – 504 Compliance

Exhibit E- Equal Benefits Ordinance

Exhibit F – Fingerprinting Certification Form

2. Section 2 (“Services To Be Performed By Contractor”) shall be amended to read as follows:

In consideration of the payments set forth herein and in Exhibit “B1,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits “A1 and “C1”.

3. Section 3 (“Payments”) shall be amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," and “C1”, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1” 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 NINETY ONE THOUSAND FOUR HUNDRED ELEVEN DOLLARS (\$191,411)**.

4. The parties acknowledge and agree that with respect to services provided on or after the effective date of this Amendment, all references to Exhibits A, B, and C, and Attachment I shall be construed to refer to Exhibits A1, B1, and C1, and Attachment I1.

5. **Section 11 (“Non-Discrimination”) shall be amended to add subsection G as follows:**

G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

6. All other terms and conditions of the Agreement dated July 1, 2005, shall remain in full force and effect.
7. This Amendment, including the exhibits attached hereto and incorporated herein by reference constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Agreement dated July 1, 2006, and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. Any modifications to this amendment shall be in writing and signed by the parties.

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

Melissa Lukin, Executive Director
Community Overcoming Relationship Abuse

Contractor's Signature

Date: _____

EXHIBIT A1 (04/06)

**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 the transitional housing services outlined in this paragraph with no additional funding under this Agreement in consideration for the \$23,524 remaining from the parties' prior agreement (Resolution #s 65636, 65966, 66283, 66362 & 66936) based on the payment rates set forth in Exhibit B to this Agreement until all such funds have been expended.

B. EMERGENCY RESPONSE PROGRAM:

In partnership with all law enforcement agencies in San Mateo County, CORA will contact victims who have received a response by law enforcement for a domestic dispute utilizing the County of San Mateo Domestic Violence Protocol for Law Enforcement. CORA will provide a telephonic response to each victim referred. A telephonic response will at minimum consist of four attempts to contact the victim at the phone number provided by law enforcement if a staff member is not available at the time of the referral page by the law enforcement officer.

C. 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 in consideration for the \$56,178 remaining from the parties' prior agreement (Resolution # 66283, 66362 & 66936) based on the payment rates set forth in Exhibit B to this Agreement until all such funds have been expended.

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

For the months of July and August 2005, 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.

E. 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).

EXHIBIT B1 (04/06)

**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 for the provision of a DV assessor for the months of July and August 2005 as set forth in Paragraph D on Exhibit A1 to this Agreement:

Amount	\$ 5,000
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b. OTHER SERVICES

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

Total contract amount-	\$105,000
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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. The payment rate for such services is \$5,000 per month.

2. EMERGENCY RESPONSE PROGRAM

County will pay Contractor one lump sump amount of \$86,411 upon receipt of invoice and payment will be made within thirty working days after receipt of contractor's invoice. In no event shall the amount exceed **EIGHTY SIX THOUSAND FOUR HUNDRED ELEVEN DOLLARS** for the term of this Agreement.

3. 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. The payment rate for such services is \$5,300 per month.

4. 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**

5. 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 NINETY ONE THOUSAND FOUR HUNDRED ELEVEN DOLLARS (\$191,411) for the term of this Agreement.**
6. 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 A1. 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 C1- Program Monitoring.
7. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
8. 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 C1 (04/06)

**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. EMERGENCY RESPONSE PROGRAM: provide a telephonic response to 100% of victims referred by law enforcement officers in San Mateo County.

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

D. 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.

E. 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.

4. 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

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

6. 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.

7. TEEN OUTREACH PROGRAM-

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

8. 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 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

III. 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.

IV, 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.

V. 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.