

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

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
COMMUNITY OVERCOMING RELATIONSHIPS 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 domestic violence services.

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

1. Exhibits and Attachments

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

- Exhibit A- Program Description
- Exhibit B- Payment Schedule
- Exhibit C- Program Monitoring
- Exhibit D -504 Compliance
- Exhibit E- Child Abuse Reporting Requirements
- Exhibit F- Fingerprinting Certification Form
- Exhibit G- Contractor's Declaration 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 EIGHTY SEVEN THOUSAND,(\$187,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006 through June 30, 2007.

This Agreement may be terminated by Contractor, the Human Services Agency Director 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 insurance 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 and Other Requirements

- 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. 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.

13. 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.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. 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.

16. 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

17. 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 RELATIONSHIPS ABUSE
Lisa de Geneste, Program Director

Contractor's Signature

Date: _____

EXHIBIT A

**PROGRAM DESCRIPTION
COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)
July 1, 2006 through June 30, 2007**

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

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.

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.

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).

C. 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 B

**PAYMENT SCHEDULE
COMMUNITY OVERCOMING RELATIONSHIP ABUSE (CORA)
July 1, 2006 through June 30, 2007**

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by the Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3 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/her designee:

December	\$93,498
January	\$15,583
February	\$15,583
March	\$15,583
April	\$15,583
May	\$15,583
June	<u>\$15,587</u>
TOTAL	\$187,000

2. County will pay Contractor no later than thirty (30) days after receipt of Contractor's invoice. In any event, the total payment to Contractor shall not **exceed ONE HUNDRED EIGHTY SEVEN THOUSAND DOLLARS (\$187,000)** for the term of this Agreement.
3. 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.
4. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
5. 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, 2006 through June 30, 2007**

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 **and** provide ERP service to at least 1,500 victims.

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 225 victims.

b. Group Counseling - will provide group counseling to 225 victims.

1. EMERGENCY SHELTER - will provide emergency shelter to 65 adults and 45 children.

90% 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 55 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 900 domestic violence victims.

7. TEEN OUTREACH PROGRAM-

- will conduct outreach to 500 teens
- will organize 6-8 antiviolence groups that reach 25 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, 2006
January 15, 2007
April 15, 2007
July 15, 2007

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, 2007.

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.

EXHIBIT D

**(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.

Lisa de Geneste
Name of 504 Person - Type or Print

Community Overcoming Relationships Abuse
Name of Contractor(s)-Type or Print

1633 Bayshore Highway, STE 280
Street Address or P.O. Box

Burlingame, CA 94010
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."

Exhibit E

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, Cal Pen 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:

- A. 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.
- B. 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.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Exhibit F

FINGERPRINTING CERTIFICATION FORM

Agreement with Community Overcoming Relationships Abuse

FOR

Domestic Violence Prevention and Intervention 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

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Community Overcoming Relationships Abuse	Phone:	650-652-0800
Contact Person:	Lisa de Geneste, Program Director	Fax:	650-652-0808
Address:	1633 Bayshore Highway, STE280 Burlingame, CA 94010		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- (Contractor complies with the County's Equal Benefits Ordinance by:
 - (offering equal benefits to employees with spouses and employees with domestic partners.
 - (offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- (Contractor does not comply with the County's Equal Benefits Ordinance.
- (Contractor is exempt from this requirement because:
 - (Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - (Contractor is a party to a collective bargaining agreement that began on ____ (date) and expires on ____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- (Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- (No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - (Contractor is a party to a collective bargaining agreement that began on ____ (date) and expires on ____ (date), and intends to comply when the collective bargaining agreement expires.

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

Date

Title