

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
RAVENSWOOD FAMILY HEALTH CENTER**

THIS FIRST AMENDMENT is entered into this _____ day of _____,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and Ravenswood Family Health Center, 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; and

WHEREAS, on December 1, 2007, the parties under Resolution 069150 entered into and Agreement (the "Original Agreement"), for the furnishing of professional services by Contractor to County as set forth in the Original Agreement; and

WHEREAS, the parties wish to amend the Original Agreement to increase the maximum obligation by \$98,607 to a new maximum of SEVEN HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED AND SEVEN DOLLARS (\$722,807).

NOW, THEREFORE, the Original Agreement is hereby amended to read as follows:

1. Section 3.A. Payments is hereby amended and restated in its entirety to read as follows:

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Attachments herein, the amount that County shall pay for services rendered under this Original Agreement for FY 2007-10 shall not exceed SEVEN HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED AND SEVEN DOLLARS (\$722,807), for the contract term.

2. Exhibit A is hereby deleted and replaced in its entirety by Exhibit A-1 attached hereto.
3. Exhibit B is hereby deleted and replaced in its entirety by Exhibit B-1 attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT:

1. The Original Agreement between the parties dated December 1, 2007 is amended as set forth herein.
2. All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.

This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the First Amendment to the parties' Original Agreement dated December 1, 2007 and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the First Amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First Amendment shall not be effective unless set forth in a writing executed by both parties.

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

COUNTY OF SAN MATEO

By: _____
Adrienne Tissier, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

RAVENSWOOD FAMILY HEALTH CENTER

Luisa Buada, Chief Executive Officer

Name, Title – Print

Signature

Date: _____

RAVENSWOOD FAMILY HEALTH CENTER
FY 2007 - 2010
EXHIBIT A-1

In consideration of the payments set forth in Exhibit B-1, Contractor shall provide the following services:

I. Description of Services to be Performed by Contractor

Contractor shall provide primary care based mental health services under the San Mateo County Mental Health Managed Care Plan (MHP). These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including requirements for Federally Qualified Programs. All payments under the Original Agreement must directly support services specified in the Original Agreement. The San Mateo County Mental Health Services Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and the Original Agreement, the provisions in the County Documentation Manual shall prevail. Services shall be provided through the Ravenswood Family Health Center. Contractor shall provide the following services:

A. Mental Health Services

Contractor shall provide services for clients under the MHP. These services shall be provided to clients who are covered by Health Plan of San Mateo's CareAdvantage program, the Healthy Families Program, the Healthy Kids Program, HealthWorx, and clients known to be uninsured, for whom the MHP has assumed responsibility.

1. Client referrals to the Ravenswood Family Health Center shall be received internally through the Med Clinic, and externally from the community and from the ACCESS Team. No prior authorization shall be required. Contractor shall confirm eligibility of clients.
2. Treatment specialties include the following:
 - a. Individual Treatment
 - b. Family Treatment
 - c. Group Treatment
 - d. Medication Management
3. Services shall include the following:
 - a. Assessment Services: Assessment services include clinical analysis of the history and current status of the client's mental, emotional or behavioral condition.
 - b. Treatment Services:
 - 1) Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not the family system.

- 2) Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- 3) Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.
- 4) Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plans.
- 5) Consultation services: Consultation Services consist of counseling and/or coordination of care with other providers or agencies and is consistent with the nature of the problem(s) and the client's and/or family's needs.

4. Medication Services shall include:

- a. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
- b. Evaluation of the need for medication, prescribing and/or dispensing;
- c. Evaluation of clinical effectiveness and side effects of medication;
- d. Obtaining informed consent for medication(s); and
- e. Medication education (including discussing risks, benefits and alternatives with the client of significant support persons).

II. Administrative Requirements (for all service components)

A. Paragraph 13 of the Original Agreement and Paragraph IV.L.4. of Exhibit B-1 notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
 3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Quality Improvement Manager within 10 business days of Contractor's receipt of any such licensing report.
- E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement as this is the standard used by County for all other payments. Documentation shall be completed in compliance with the Mental Health Services Documentation Manual, which is incorporated into the Original Agreement by reference herein.
- F. Contractor shall maintain certification through San Mateo County and is subject to program certification review by Quality Improvement using the usual standards. The program does not have to comply with Short Doyle Medi-Cal standards.
- G. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through the Original Agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.
- H. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through the Original Agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.Medi-Cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp.
- I. Contractor agrees to maintain credentialing records on all employees delivering services to clients who are covered by the Healthy Families Program, Health Kids Program, HealthWorx, and clients known to be uninsured, for whom the MHP has assumed responsibility.
- J. Advance Directives
- Contractor will comply with County policies and procedures relating to advance directives.

K. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

L. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

M. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

N. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

O. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

P. Fingerprint Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under the Original 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 Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through the Original Agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

III. GOAL AND OBJECTIVES

A. Mental Health Services

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit during their course of treatment.

County shall collect data.

Goal 2: All clients receiving at least three (3) treatment services will be administered a satisfaction survey provided by the MHP.

Objective 1: Ninety percent (90%) of clients responding shall be satisfied with service as measured by client satisfaction instrument administered by the MHP.

County shall collect data.

**RAVENSWOOD FAMILY HEALTH CENTER
FY 2007-2010
EXHIBIT B-1**

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of the Original Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in the Original Agreement.

I. Total Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall the County pay or be obligated to pay Contractor more than the sum of SEVEN HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED AND SEVEN DOLLARS (\$722,807) for services provided under the Original Agreement for the period of December 1, 2007, through June 30, 2010. This amount includes payment for the service components described more fully below.

II. Mental Health Services

A. Rates

1. **Assessment Services:** A clinical assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional (non-MD). A medication assessment shall consist of at least one (1) face-to-face visit conducted by a licensed physician.

Service Type - Assessment	<u>2007-10</u>
90801 Clinical Assessment, initial per case	\$124.00
99205 Physician Assessment, initial, per case	\$140.00

2. **Treatment Services:** Clinical treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waived, or registered mental health professional. Medication treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed physician.

Services Provided by Clinicians or Physicians	<u>2007-10</u>
90804 Individual Therapy, per session, up to 30 min.	\$32.00
90806 Individual Therapy, per session, up to one hour	\$ 60.00
90853 Group Therapy, per person, per session	\$ 19.00
90847 Family Therapy, one hour, includes all members, up to one hour	\$ 70.00
90887 Collateral, per session, up to one hour	\$ 59.00
X8255 Clinical Consultation (Telephone), 15 min	\$ 12.00

Services Provided by Physicians	<u>2007-10</u>
90805 Medical Psychotherapy, 40 min	\$ 85.54
90807 Medical Psychotherapy, 60 min	\$124.00
90862 Medication Management, per session 15 min	\$ 62.40

90863	Medication Group, per person per session	\$ 32.00
99241	Consultation, 25 min	\$ 51.59
99243	Consultation, 40 min	\$ 69.00
99244	Consultation, 55 min	\$104.00

III. Payments

A. Mental Health Services

1. Fee for Service Payment Process For Beneficiaries with CareAdvantage, Healthy Families, Healthy Kids, or HealthWorx

Funding for mental health services shall not exceed the maximum obligation of \$193,800. Payment by County to Contractor shall be monthly. Contractor shall bill County each month for the prior month. Contractor shall obtain and complete claim forms (as are currently issued by the State Fiscal Intermediary by using either the standard HCFA 1500 claim form or an approved electronic version) for all services rendered to beneficiaries, and send all claims to County within one hundred eighty (180) days from service date. The claim form shall include an accounting of all services and charges for the month of service. Information on the claim form shall include but not be limited to client name, client mental health number, location of service, units of service, service code, County assigned therapist number for the individual that provided the service, and agency provider number.

2. Payment Process for Services to Uninsured Beneficiaries

Funding for services to uninsured beneficiaries shall not exceed the maximum obligation of \$430,400. Unless otherwise authorized by the Director of Health or her designee, the rate of payment by County to Contractor for mental health services shall be one-twelfth (1/12) of the maximum obligation, as established in Paragraph III of this Exhibit B-1., per month for the period December 1, 2007 through June 30, 2010. For the month of December 1, 2007 through December 31, 2007 the monthly payment shall be \$56,400. For the period of January 1, 2008 through June 30, 2008, the monthly payments shall be \$12,467.

Contractor shall also report all service encounters by using encounter report forms (as are currently issued by the State Fiscal Intermediary by using either the standard HCFA 1500 claim form or an approved electronic version) for all services rendered to beneficiaries, and send all encountered data to County within one hundred eighty (180) days from service date. Information on the claim forms shall include but not be limited to client name, client mental health number, location of service, units of service, service code, County assigned therapist number for the individual that provided the service, and agency provider number.

3. Payment Process for Child Psychiatry Services

Funding for services to uninsured beneficiaries shall not exceed the maximum obligation of \$98,607. Unless otherwise authorized by the Director of Health or designee, the rate of payment by County to Contractor for mental health services shall be as follow: For the period of April 1, 2008 through August 31, 2008 the monthly payment shall be \$3,495. For the period of September 1, 2008 through August 31, 2009, the monthly payments shall be \$3,626. For the period of September 1, 2009 through June 30, 2010 the monthly payments shall be \$3,762.

Contractor shall also report all service encounters by using encounter report forms (as are currently issued by the State Fiscal Intermediary by using either the standard HCFA 1500 claim form or an approved electronic version) for all services rendered to beneficiaries, and send all encountered data to County within one hundred eighty (180) days from service date. Information on the claim forms shall include but not be limited to client name, client mental health number, location of service, units of service, service code, County assigned therapist number for the individual that provided the service, and agency provider number.

IV. Additional Terms – All Services

A. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through the Original Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for the Original Agreement.

1. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through the Original Agreement. With every invoice submitted by Contractor to County, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
2. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in subsequent annual updates for all clients who receive services through the Original Agreement. For clients who begin to receive services during the term of the Original Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of the Original Agreement and who continue to receive services through the Original Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

- B. Budget modifications may be approved by the Director of Health or designee, subject to the maximum amount set forth in Paragraph 3 of this First Amendment.
- C. The Director of Health or the Director's designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions, as authorized by Resolution 06150.

- D. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and the Original Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of the Original Agreement. Any unspent monies due to performance failure may reduce the following year's Agreement, if any.
- E. In the event the Original Agreement is terminated prior to June 30, 2010, the Contractor shall be paid for services already provided pursuant to the Original Agreement.
- F. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under the Original Agreement or any other Agreement.
- G. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

- H. County anticipates revenues from various sources to be used to fund services provided by Contractor through the Original Agreement. Should actual revenues be less than the amounts anticipated for any period of the Original Agreement, the maximum obligation and/or payment obligations for specific services may be reduced at the discretion of the Director of Health or designee.
- I. In the event of a decrease in the Short-Doyle/Medi-Cal Maximum Reimbursement Rates for services provided pursuant to the Original Agreement, Contractor agrees to either accept rate(s) not to exceed the Short-Doyle/Medi-Cal Maximum reimbursement Rates or to discontinue provision of these services as of the effective date for the new rate(s) is/are less than the rate(s) established in the Original Agreement, it is agreed the rate(s) will be changed to the Short-Doyle/Medi-Cal maximum Reimbursement rates. In no event shall the compensation rate(s) for services provided under the Original Agreement exceed the Short-Doyle/Medi-Cal Reimbursement Rates.

- J. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Mental Health Services Division of the Health Services Agency.

- K. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A-1 of the Original Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 200_

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in the Original Agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A-1 of the Original Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the Original Agreement.
 - f. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A. of Exhibit A-1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

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

I. CONTRACTOR INFORMATION

Contractor Name:	Ravenswood Family Health Center	Phone:	
Contact Person:	Luisa Buada, Chief Executive Officer	Fax:	
Address:	1798 A Bay Road East Palo Alto, CA 94303		

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