

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND ONE EAST PALO ALTO**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ONE EAST PALO ALTO hereinafter called "Contractor";

W I T N E S S E I 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, the parties entered into an Agreement ("Original Agreement") for outreach and engagement services on September 14, 2010, for a maximum obligation of \$177,729; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a first time to include the High School Behavioral Health Career Pathways Project and the Mental Health First Aid program, increasing the maximum obligation by \$33,151, to a new maximum of \$210,880; and

WHEREAS, the parties wish to amend and clarify that Original Agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

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 TWO HUNDRED TEN THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$210,880).

2. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.

3. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
4. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ONE EAST PALO ALTO

Contractor's Signature

Date: _____

EXHIBIT A – SERVICES
ONE EAST PALO ALTO
FY 2010 – 2011

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. East Palo Alto Mental Health Community Advisory Group

1. Service Goals

Develop and support East Palo Alto (EPA) Mental Health Community Advisory Group. The purpose of this Group shall be to increase community engagement in order to improve access to and design of mental health services.

Provide technical and consultative assistance to Behavioral Health and Recovery Services (BHRS) staff in initiatives to increase community education activities and integration of mental health services with other community organizations. Other community organizations shall include service providers, social and community development organizations, including the faith community.

2. Services

Develop EPA Mental Health Community Advisory Group (“EPAMHAG” or “Group”)

Group activities will include, but not be limited to:

- a. Community Outreach and Access (marketing and publicity, including translation). Conduct phone, email and in-person contacts with actual and prospective EPAMHAG members/participants to encourage their attendance at and involvement in at least seven (7) EPAMHAG regular monthly meetings, at least nine (9) joint EPAMHAG/BHRS regular monthly meetings, at least two (2) special EPAMHAG-led project and/or event planning sessions, and at least one (1) EPAMHAG representation in County-wide BHRS and/or Mental Health Board functions.
- b. Identify, recruit, select and finalize Group membership. Conduct recruitment activities needed to increase EPAMHAG members by at least five (5) EPA residents and stakeholders annually.

- c. Define Group roles and establish work plan in collaboration with BHRS. Develop one (1) comprehensive workplan that specifies tasks to be completed during the contract year that address at least one (1) of the following work focus areas: follow up on October 2007 awareness night via meeting, workshop or event; bring mental health awareness to schools; explore establishing a drop-in center for transition age youth; strengthening connections to faith community; creating a community input system using suggestion boxes placed in various locations; outreaching to and creating a place for disconnected individuals who don't want to be identified.
- d. Conduct training and team building activities to strengthen Group effectiveness. Conduct at least one (1) training session for EPAMHAG members and other interested stakeholders.
- e. Convene and coordinate Group meetings. Conduct meeting management and documentation tasks for at least seven (7) EPAMHAG regular monthly meetings, at least nine (9) joint EPAMHAG/BHRS regular monthly meetings, at least two (2) special EPAMHAG-led project and/or event planning sessions, and at least one (1) EPAMHAG representation in County-wide BHRS and/or Mental Health Board functions.
 - 1) Meeting management (planning / scheduling / agenda-setting, hospitality and materials preparation, including translation). Conduct meeting management tasks for at least seven (7) EPAMHAG regular monthly meetings and at least nine (9) joint EPAMHAG/BHRS regular monthly meetings (BHRS) participants, as well as preparation for at least two (2) special EPAMHAG-led project and/or event planning sessions and at least one (1) EPAMHAG representations in County-wide BHRS and/or Mental Health Board functions.

- 2) Pre- and post-meeting documentation and reporting activities. Create and reproduce agenda and notes for at least seven (7) EPAMHAG regular monthly meetings and at least nine (9) joint EPAMHAG/BHRS regular monthly meetings; create planning, workplan and progress update documents for at least two (2) special EPAMHAG-led project and/or event planning sessions.
- f. Promote increased EPA resident participation in County-wide mental health functions and decision-making processes. Conduct at least one (1) letter campaign and one (1) email campaign with actual and prospective EPAMHAG members and partner organizations.
 - g. Manage remuneration mechanism for Group participants. Create one (1) consumer and other stakeholder remuneration mechanism with specified purposes in consultation with San Mateo County BHRS; do consumer and other stakeholder remuneration request intake and processing as needed; distribute consumer and other stakeholder remuneration payments as appropriate.
3. Promote and facilitate EPA resident input into development of Mental Health Services Act (MHSA) funded services and other Mental Health program initiatives. Conduct phone, email and in-person contacts with at least 10 actual and prospective EPAMHAG members and other stakeholders to secure commitments to participate in a number of activities.

Activities will include, but not be limited to:

- a. Coordinate EPA resident feedback for smaller, culture-specific RFPs, as requested. Gather input from at least five (5) actual and prospective EPAMHAG members and other stakeholders to inform BHRS smaller, culture-specific MHSA RFPs as requested.
- b. Provide consultation regarding the operation of the Barbara A. Mouton Multicultural Wellness Center. Attend at least six (6) meetings of the advisory group for the East Palo Alto Multicultural Self-Help/Wellness Center; provide resident input to at least two Wellness Center discussions and decision-making processes or as requested.

4. Develop education materials for and conduct outreach to residents regarding mental health education and awareness. Create education materials for at least two (2) special EPAMHAG-led projects and/or event planning sessions. Activities may include, but not be limited to the following:
 - a. Marketing. Create at least 5000 flyers and 10 large signs for at least two (2) special EPAMHAG-led projects and/or events.
 - b. Publicity. Conduct mass mailing and email campaigns for at least two (2) special EPAMHAG-led projects and/or events.
 - c. Facilitation. Contract with consultants to facilitate discussion and/or training for at least two (2) special EPAMHAG-led projects and/or events.
 - d. Translation. Arrange multilingual translation of written materials and simultaneous translation of verbal presentations for at least two (2) special EPAMHAG-led projects and/or events.
 - e. Hospitality and facilities expenses. Make catering and facilities & equipment usage arrangements for at least two (2) special EPAMHAG-led projects and/or events.

B. TRANSLATION SERVICES

During the performance of EPAMHAG services (as described in Paragraph I) or Community Outreach and Engagement Services (as described in Paragraph II) provided through this Agreement, Contractor shall provide translation/interpretation services to the residents of East Palo Alto as needed.

C. MULTI-CULTURAL CENTER SERVICES

1. Operations

Contractor shall provide Multi-Cultural Center (MCC) services at the Barbara A. Mouton Multicultural Wellness Center, 901 Weeks Street, East Palo Alto, CA 94303.

a. MCC Personnel

The MCC will be staffed by 1.5 full-time equivalent (FTE) community workers and .75 FTE administrative assistant. The staff shall reflect the multi-cultural and multi-lingual population of East Palo Alto. One staff member will identify as a consumer of mental health services and one staff member will identify as family of a person diagnosed with mental illness. The staff will support the daily operations of the MCC and address health and safety issues if they arise.

b. Mental Health First Aid

Mental Health First Aid is a public education program that equips the public to help persons with mental illnesses and substance abuse disorders connect to care. Mental Health First Aid is a highly interactive 12-hour program offered to small groups and teaches the following:

- 1) The prevalence of mental illnesses in the United States and their emotional and economic cost.
- 2) The potential warning signs and risk factors for depression, anxiety disorders, trauma, psychotic disorders, eating disorders, and substance abuse.
- 3) A 5-step action plan to help an individual in crisis, connect to professional care.
- 4) Resources available to help someone with a mental health problem.

MCC will implement the Mental Health First Aid program in English and Spanish, utilizing the 12-hour curriculum format.

c. Staff Training

MCC staff will participate in training provided by BHRS staff in the following areas:

- 1) Wellness Recovery Action Planning (WRAP)
- 2) Illness Management Recovery Toolkit
- 3) Triage
- 4) Referral processes for acute services
- 5) Other topics identified by Contractor and BHRS

2. Advisory Committee

The MCC shall utilize the EPA Multicultural Wellness/Recovery Advisory Committee (MWRAC) to allow community input into the development and subsequent on-going operation of the MCC. The MWRAC will provide recommendations for service enhancement.

Contractor will provide progress reports to the MWRAC monthly during the start-up period.

Contractor will designate a representative to attend the monthly MWRAC meetings and act as a liaison to the contractor.

3. Services

a. Multicultural Environment

The contractor will maintain a safe and supportive environment for mentally ill adults and their families who are multiracial, multicultural and multigenerational. The MCC environment shall be inviting to African Americans, Latinos and Pacific Islanders. The facility should be decorated with multi-cultural themes reflecting diversity. The MCC will provide information in Spanish, Tongan and other languages as requested.

b. Multicultural Events

The MCC will intentionally celebrate diversity by providing multicultural events that bring the diverse members of the MCC together.

c. MCC Program Services

MCC will offer an array of services and activities that may include, but not be limited to:

- 1) peer support
- 2) information and referral to social and community services
- 3) wellness recovery action planning
- 4) folk medicine and cultural healing
- 5) informal recreational activities such as table tennis, billiards, and foosball
- 6) cultural specific community meals
- 7) health, exercise and nutrition
- 8) arts in culture
- 9) social activities
- 10) member meetings

The contractor will provide some services directly and some services through collaboration with other community based organizations (CBOs).

Program services shall be designed to meet the needs of both consumers and family members. The design model shall include the following: 1) time periods and programming at the MCC devoted exclusively to consumers; 2) time periods and programming at the MCC devoted exclusively to family members; and 3) time periods and programming devoted to both groups. As requested, program services shall be provided respecting the privacy and boundaries of the consumer member in relationship to family member(s).

d. Consumer Advocacy Committee

Contractor shall collaborate with BHRS in developing a Consumer Advocacy Committee (CAC) to explore mental behavioral health service topics as they relate to quality of life. CAC members will be provided training about mental health and advocacy. It is expected that MCC members interested in filling an Advocate position within the mental health service community will be prepared and supported through the CAC.

e. Admission and Discharge Process

The MCC will operate as a drop-in center and the individuals who attend the MCC will be members. Members will not be required to complete an intake to be admitted to the Center, but will be required to register. There will be no discharge procedure. Contractor shall have the discretion to restrict participation based upon appropriateness of member behavior.

Consumers will primarily be referred from BHRS Adult and Older Adult Mental Health Services. The MCC will have a registration procedure for each member. Registration information will include the following:

- 1) Member name
- 2) Family member(s) name(s) address and phone number for each name, emergency contact information for each name
- 3) Referral source (agency, staff name and phone number if available)

- 4) Race and/or ethnicity
- 5) Preferred language(s) spoken

Each member will be assigned a unique membership number. This number will be used to track service delivery only. Member registration information and membership numbers will not be used in the BHRS system.

The mental health consumer will be the primary MCC member. Family members of mental health consumers will also be served at the MCC, however services are expected to be primarily for consumers of mental health services. Interventions and crisis services, including family interventions, will not be provided through the MCC. Family members will be offered support through groups and networking with other consumer family members.

f. Projected Capacity and Length of Stay

The MCC shall have the capacity to serve a minimum of 25 people at a time.

There is no prescribed length of membership. MCC consumer members and their family members are eligible for on-going membership.

4. Service Delivery Tracking and Reporting

MCC members and their family members will sign in and out for each visit. The sign in/out sheet will include name, time in and time out. Contractor shall collect member attendance data for all scheduled MCC activities.

D. HIGH SCHOOL BEHAVIORAL HEALTH CAREER PATHWAYS PROJECT

- 1. High school behavioral health career pathway projects are designed to create interest and remove barriers to youth entering behavioral health care jobs by giving them exposure to work in related behavioral health care careers. Youth entrance into the field, most notably youth from diverse ethnic, linguistic and cultural backgrounds, is essential to diversify the behavioral healthcare workforce. In addition to workforce development needs, such high school programs have shown to assist students with improved, attendance, participation and motivation.

2. Goals of the Program

- a. Attract students to jobs in behavioral health through specific career education and experience in the field.
- b. Increase understanding and tolerance towards individuals with mental health challenges, mental health conditions in general, and/or substance use problems.
- c. Improve academic engagement and performance of youth through relevant, career-oriented programming.

3. Values and Principles

- a. BHRS seeks to build a workforce that is diverse, well prepared and sufficient to meet the needs of our communities and support the values below:

1) Person and Family Centered Care

We promote culturally responsive person-and-family centered recovery.

2) Potential

We are inspired by the individuals and families we serve, their achievements and potential for wellness and recovery.

3) Power

The people, families, and communities we serve and the members of our workforce guide the care we provide and shape policies and practices.

4) Partnerships

We can achieve our mission and progress towards our vision only through mutual and respectful partnerships that enhance our capabilities and build using proven practices, opportunities, and technologies to prevent and/or reduce the impacts of mental illness and addiction and to promote the health of the individuals, families and communities we serve.

b. The behavioral healthcare workforce is expected to understand the following priorities of the San Mateo County BHRS systems of care:

- 1) Accept and promote a consumer and family-wellness oriented health care system;
- 2) Treatment of co-occurring substance use and mental health issues;
- 3) Reduce stigma;
- 4) Recognize, honor and effectively work with issues of culture, ethnicity and linguistic abilities;
- 5) Address and understand impact of trauma;
- 6) Identify strengths and believe in choice, empowerment and recovery.

4. Service Model

a. Education will be provided on basics of behavioral health care, including the values above, and may also include subject matters such as:

- 1) Human development
- 2) Family development
- 3) Types of behavioral health conditions
- 4) Assessment and treatment of mental health conditions
- 5) Assessment and treatment of substance use conditions
- 6) Cross cultural skills
- 7) Recognizing and addressing stigma
- 8) Career paths for mental health jobs

The actual topics of the program will be created in collaboration with BHRS staff during designated program set-up time.

- b. The above behavioral health education will be provided in:

- 1) Classroom

BHRS and its service providers will partner to provide speakers and career pathway information. It is anticipated that the project will be embedded into an existing complementary course (psychology, human services, health, counseling, or sociology are preferred locations to embed the curriculum) and that students will meet daily, or during a typical “block” period of time. Such a course will be taught by credentialed secondary school faculty.

- 2) Field Experiences

School staff will work with BHRS staff to develop enriching activities for students. It is anticipated these activities will consist of visits to mental health care and/or substance use treatment sites, after which students will have opportunity to engage in activities which allow them to integrate the knowledge of their observation and discussions with mental health and/or substance use treatment staff.

5. Policies and Procedures

Policy and procedures will be designed to:

- a. Reinforce collaboration with BHRS and its contracted providers in the design and implementation of the program.
- b. Facilitate coordination and communication with parents regarding their child’s participation in the program; meet with parents as needed, provide information and education to parents regarding program, and obtain parental consent for participation in program activities.

- c. School and program staff will work with BHRS to create policies which ensure safety and privacy for the students, and for the consumers and families of BHRS. Such policies will include, but not be limited to, confidentiality policies, behavioral expectations at health care sites, and steps to ensure personal safety.

6. Evaluation

- a. Tracking logs and use of tools will be part of the contractual responsibilities of the schools delivering services.
- b. BHRS will work with agency representatives early in the planning process to develop an evaluation plan. This group will be responsible for final selection of the tools to be used, the key elements of the tracking logs, and the timetable for the submission of documentation, at the County's discretion.

E. REPORTING / GOALS AND OBJECTIVES

A. Community Outreach and Engagement Program Services

1. Reporting

Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database. In the event that Contractor does not use BHRS outreach forms, Contractor shall provide monthly electronic file containing:

- a. count of outreach contacts
- b. ethnicity of people contacted
- c. language of people contacted
- d. location of outreach activities
- e. number of referrals to BHRS

2. Referral Process

Contractor shall make referrals in accordance with referral procedures as developed in conjunction by County and Contractor.

3. Performance Objectives

- a. Contractor shall provide mental health information and education services to one hundred ninety (190) clients.

Data collected by Contractor and provided to BHRS

- b. Contractor shall refer ninety (90) clients to BHRS.

Data collected by Contractor and provided to BHRS

B. MCC Services

1. Reporting

Contractor shall collect and report service delivery and utilization data. Contractor will submit twice annual reports to BHRS with the following data:

- a. Number of unduplicated client (UDC) members served per month
- b. Number of UDC family members served per month
- c. Total MCC visits per month
- d. Subject and duration of all groups offered per month
- e. Number of attendees at each group
- f. Subject and duration of all events offered per month
- g. Number of attendees at each event
- h. Subject and duration of all workshops offered per month
- i. Number of attendees at each workshop

2. Performance Objectives

Ninety percent (90%) of clients receiving MCC services shall be satisfied with services.

Data shall be collected by County with assistance from Contractor.

C. HIGH SCHOOL BEHAVIORAL HEALTH CAREER PATHWAYS PROJECT

Goal: Forty (40) students will complete the high school behavioral health pathways course in academic school year 2011-12.

Objective 1: Using pre-test and post-test measures, seventy-five percent (75%) of students in the high school behavioral health pathways program will demonstrate a more favorable attitude toward persons with behavioral health issues.

Data to be collected by Contractor

EXHIBIT B – PAYMENTS AND RATES
ONE EAST PALO ALTO
FY 2010 – 2011

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

I. PAYMENT

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

A. EPA Mental Health Community Advisory Group Services

1. Contractor shall receive a maximum of TWENTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$25,750) for the period of July 1, 2010 through June 30, 2011.
 - a. Contractor shall be compensated at a rate of ONE HUNDRED FIFTY DOLLARS (\$150) per hour for services provided by Contractor's Executive Director. Any and all costs related to services provided through Paragraph I. of Exhibit A shall be included in these hourly rates. BHRS may provide additional separate funding for participants in the Group.

B. Translation Services

Contractor shall be reimbursed up to FIVE HUNDRED DOLLARS (\$500) for translation services as described in Paragraph I. B. of this Exhibit A.

C. Multi-Cultural Center (MCC) Services

1. Contractor shall receive a maximum of ONE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS (\$158,659) for Multi-Cultural Center Services, for the period of July 1, 2010 through June 30, 2011. This amount shall include the following maximums:
 - a. Personnel and Operating Costs

- i. Contractor shall be paid up to TWELVE THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS (\$12,624) monthly for the period of July 1, 2010 through March 31, 2011, not to exceed ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$113,616).
 - ii. Contractor shall be paid up to TWELVE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS (\$12,621) monthly for the period of April 1, 2011 through June 30, 2011, not to exceed THIRTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$37,863).
 - b. Mental Health First Aid
 - i. Contractor shall be paid up to one-sixth (1/6) of the total obligation per month, not to exceed SEVEN THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$7,180) for the period January 1, 2011 through June 30, 2011.
 - 2. Monthly payments shall be made upon receipt of invoice from Contractor, and may be made in advance of the month of service. After the first month invoices shall include reporting of actual costs for the prior month. Reporting of actual costs shall be in a format approved by BHRS.
 - 3. In the event that actual costs for a month are less than the amount of the advance payment, the unused amount shall be applied to payment for the following month. The invoiced amount for the following month shall be the maximum allowed amount less the unused amount from the prior month.
- D. High School Behavioral Health Career Pathways Project
- 1. Contractor shall receive a maximum of TWENTY-FIVE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS (\$25,971) for the High School Behavioral Health Career Pathways Project. This amount shall include the following maximums:
 - a. Maximum payment for these services shall not exceed THIRTEEN THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS (\$13,971) for the period February 1, 2011 through June 30, 2011.

- b. Contractor will be paid a one time start up cost not to exceed TWELVE THOUSAND DOLLARS (\$12,000). Payment shall be made following receipt of invoice.

E. Monthly Invoicing

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month. Payment for Mental Health Community Advisory Group services and for Community Outreach and Engagement Program services shall be made for services provided in the prior month. The invoice shall include a summary of services and charges for the month of service.

F. Agreement Maximum

In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED TEN THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$210,880).

- G. Contractor's annual 2010-11 Budget for services is attached and incorporated into this Agreement as Exhibit C. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount for services set forth in Paragraph V.B. of this Exhibit B.

- H. The Chief of the Health System or 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.

- I. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

- J. 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 this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

- K. In the event this Agreement is terminated prior to June 30, 2011, the Contractor shall be paid for services already provided pursuant to this Agreement.

L. Claims/Invoice Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under this 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 the claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____, California, on _____, 20__

Signed _____ Title _____

Agency _____"

- M. Contractor shall submit an annual report of expenditures that details all the expenses, indicating the total funds received from the County and the amount unspent. This will be submitted thirty (30) days following the end of the fiscal year.

N. Rollover

Contractor may rollover unspent funding from the County according to the following procedures.

1. At or before the time of the submission of the annual report of expenditures, Contractor may request to rollover some or all of any unspent funds. The request must be made in writing to the Director of BHRS or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. These rollover funds shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.

2. When the rollover funds are exhausted, Contractor shall submit an expenditure report that details all the expenses. This report shall be submitted thirty (30) days after the month that funds were fully spent, or thirty (30) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County in the form of a check payable to Behavioral Health and Recovery Services.

ATTACHMENT I

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.

Faye McNair-Knox
Name of 504 Person - Type or Print

One East Palo Alto
Name of Contractor(s) - Type or Print

1798-B Bay Road
Street Address or P.O. Box

East Palo Alto, CA 94303
City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*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
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	One East Palo Alto	Phone:	(650) 330-7462
Contact Person:	Faye McNair-Knox	Fax:	(650) 644-0550
Address:	1798 – B 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