



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Probation Department



DATE: February 9 , 2012
BOARD MEETING DATE: February 14, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Stuart J. Forrest, Chief Probation Officer
SUBJECT: Agreement with Pyramid Alternatives

RECOMMENDATION:

Adopt a Resolution authorizing the:

- 1) President of the Board of Supervisors to execute an Agreement with Pyramid Alternatives (Bridges) to provide substance abuse treatment services to clients in the Bridges Program, for the term of July 01, 2011 through June 30, 2014 in the amount of \$365,000.00 of Net County Cost; and
- 2) Chief Probation Officer or his designee to execute contract amendments that 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.

BACKGROUND:

The Probation Department contracts with Pyramid Alternatives to provide counseling services to clients in the Bridges Program. The Bridges Program is an intensive outpatient day treatment program focused on helping individuals with drug offenses end the cycle of drug abuse and crime. The program serves approximately 150 individuals annually and saves the County approximately \$400,000 in jail costs. The Probation Department selected Pyramid Alternatives as the Bridges contractor through a Request for Proposals (RFP) process.

DISCUSSION:

Through this agreement, Pyramid Alternatives will provide abuse counseling, education, anger management, life skills training and supportive supervision to clients in the San Mateo County Adult Probation's Bridges Program.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination, and equal benefits.

The term of the Agreement is July 1, 2011 through June 30, 2014. The Agreement and Resolution have been reviewed and approved by County Counsel, and Risk Management has reviewed and approved the Contractor's Insurance.

This Agreement contributes to the Shared Vision 2025 commitment to a Healthy Community by providing adult offenders with rehabilitative services such that they might not commit future crimes.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-14 Projected
Number of probationers who successfully complete Bridges	30	86
Percent of probationers who successfully complete Bridges	95%	95%

FISCAL IMPACT:

The term of the Agreement is July 1, 2011 through June 30, 2014. The total obligation is \$365,000 funded 100% with Net County Cost. Funds have been included in the FY 11-12 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: 1) PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT WITH PYRAMID ALTERNATIVES TO PROVIDE SERVICES TO CLIENTS OF SAN MATEO COUNTY PROBATION DEPARTMENT'S BRIDGES PROGRAM FOR THE TERM OF JULY 01, 2011 TO JUNE 30, 2014, IN THE AMOUNT OF \$365,000; AND 2) CHIEF PROBATION OFFICER OR HIS DESIGNEE TO EXECUTE CONTRACT AMENDMENTS THAT 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

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the Probation Department and Pyramid Alternatives wish to enter into an Agreement whereby Pyramid Alternatives will provide substance abuse counseling, education, anger management, life skills training, and supportive supervision to clients in the San Mateo County Probation Department's Bridges Program, for the period of July 1, 2011 through June 30, 2014, for a maximum obligation of \$365,000 of Net County Cost, and

WHEREAS, this Board has been presented with a form of this Agreement and has examined and approved it as to both form and content and desires to enter into the same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that: 1) the President of the Board of Supervisors is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto; and 2) the Chief Probation Officer or his designee is hereby authorized to execute contract amendments that 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.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PYRAMID ALTERNATIVES**

THIS AGREEMENT, entered into this 1st day of July, 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pyramid Alternatives 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 providing substance abuse treatment and recovery 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 A1—Services

Exhibit B1—Method of Payment

Attachment I—§504 Compliance

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 THREE HUNDRED AND SIXTY FIVE THOUSAND DOLLARS \$365,000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 12, 2011 through June 30, 2013.

This Agreement may be terminated by Contractor, the Chief Probation Officer 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 County 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 County 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Melissa Wagner
Management Analyst
San Mateo County Probation Department
222 Paul Scannell Drive
San Mateo, CA 94402

In the case of Contractor, to:

Linda Malone
Director of Programs
Pyramid Alternatives
480 Manor Plaza
Pacifica, CA 94404

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

Linda Malone
Pyramid Alternatives

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

Exhibit “A”

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

Exhibit A1 - Services
(see attached)

Exhibit “B”

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

Exhibit B1 – Method of Payment
(see attached)

**Pyramid Alternatives
Bridges Program
JULY 1, 2011 – JUNE 30, 2014**

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide substance abuse treatment and recovery services.

Location of Services

Services shall be delivered at the following address:

San Mateo County Probation’s Bridges Program

680 Warren Street

Redwood City, CA 94063

Services

1. Minimum of 32 hours of service per week of drug treatment and counseling for Phases I and II.
2. Approximately 150 clients
3. Program operates 5 days per week (Monday – Friday)
4. Program consists of Phase I and Phase II

Phase I

Pyramid Alternatives will serve approximately 90 clients in Phase I, of which 36 to 45 are expected to be new clients. Phase I consists of 5 main components:

- **Individual counseling**: shall address in-depth issues and may include suicide and lethality assessments, crisis management, de-escalation, effects or early childhood trauma, and other appropriate topics.
- **Individual counseling (dual diagnosis clients)**: shall address the symptoms and issues of clients with depression, bipolar disorder, anxiety, and post-traumatic stress disorder.
- **Group counseling (including gender-specific group)**: shall provide education and counseling on anger and stress management, peer and family relationships, 12-step philosophy, personal accountability, triggers, warning signs, communication, shame, feelings management, and job successes and challenges. In addition, group counseling will focus on the physical, emotional, financial, and spiritual effects of addiction, including STD and HIV education.
- **Cognitive-behavioral change classes**: shall be provided by qualified and certified staff and shall specifically focus on skill building, problem solving, decision making, and moving participants through the stages of change, future planning, goal setting, accountability, and responsibility.
- **Case management, crisis intervention and collaboration with Probation Department**: shall include client referrals to outside agencies (such as supplemental counseling, medical care, etc.). Crisis intervention shall be provided as needed. Pyramid staff shall be available during non-program hours via telephone. Pyramid staff will participate in collaborative meetings with Probation staff on programming, client program monitoring and written reports.

**Pyramid Alternatives
Bridges Program
JULY 1, 2011 – JUNE 30, 2014**

Phase II

Pyramid will serve approximately 60 clients in Phase II. Phase II consists of 3 main components:

- Aftercare/relapse prevention group counseling: shall be conducted 2 times per week. Each aftercare group session is 1 hour.
- Individual counseling and case management: shall be provided to clients when needed. Participant shall be referred by Probation staff.
- Case management, crisis intervention and collaboration with Probation Department: shall include client referrals to outside agencies (such as supplemental counseling, medical care, etc.). Crisis intervention shall be provided as needed. Pyramid staff shall be available during non-program hours via telephone. Pyramid staff will participate in collaborative meetings with Probation staff on programming, client program monitoring and written reports.

SERVICE MATRIX	
Service Type	Approximate Hours/Week (minimum of 32 hours per week)
<i>Programming</i>	
Individual counseling	10 hours (1 hour increments)
Individual Counseling (dual diagnosis)	As needed
Cognitive behavior classes	3 hours (3 times per week; 1 hour increments)
Group counseling	2 – 4 hours (1 hour increments)
Aftercare / relapse prevention counseling	2 hours (2 times per week, 1-hour increments)
<i>Management</i>	
Case management and collaboration with Probation Department	Ongoing
Crisis intervention	As needed
TOTAL Minimum Hours (32)	17 – 19 hours programming 13 – 15 hours of individual dual diagnosis counseling and program management

**Pyramid Alternatives
Bridges Program
JULY 1, 2011 – JUNE 30, 2014**

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

1. Contractor shall submit to the County invoices for actual expenditures according to the following schedule:
 - a. Contractor shall be paid for actual services provided up to a maximum amount of **THREE-HUNDRED AND SIXTY FIVE THOUSAND DOLLARS, \$365,000**, for the term of the 36-month Agreement beginning July 1, 2011 through June 30, 2014.
 - b. Contractor shall submit invoices quarterly by units of service. The invoices shall be submitted in a timely manner, no later than the 15th of the month following the end of the quarter. The maximum amount of the quarterly payment shall be \$30,416.67.

July 1, 2011 – September 30, 2011	\$30,416.67
October 1, 2011 – December 31, 2011	\$30,416.67
January 1, 2012 – March 31, 2012	\$30,416.67
April 1, 2012 – June 30, 2012	\$30,416.67
<i>TOTAL YEAR 1</i>	<i>\$121,666.68</i>
July 1, 2012 – September 30, 2012	\$30,416.67
October 1, 2012 – December 31, 2012	\$30,416.67
January 1, 2013 – March 31, 2013	\$30,416.67
April 1, 2013 – June 30, 2013	\$30,416.67
<i>TOTAL YEAR 2</i>	<i>\$121,666.68</i>
July 1, 2013 – September 30, 2013	\$30,416.67
October 1, 2013 – December 31, 2013	\$30,416.67
January 1, 2014 – March 31, 2014	\$30,416.67
April 1, 2014 – June 30, 2014	\$30,416.67
<i>TOTAL YEAR 3</i>	<i>\$121,666.68</i>
AGREEMENT MAXIMUM	\$365,000

2. Performance Measures and Reporting Requirements
 - a. Contractor shall submit a quarterly performance measure report with each invoice.
 - b. Performance measures under this Agreement are as follows:
 - i. Client scores on the ASI shall improve by 75%
 - ii. 80% of clients shall graduate from Phase I to Phase II

**Pyramid Alternatives
Bridges Program
JULY 1, 2011 – JUNE 30, 2014**

- c. Reporting requirements for each period shall include the following:
 - i. Number of clients served
 - ii. Number of new clients
 - iii. Number of dual diagnosis clients
 - iv. Number of new dual diagnosis clients
 - v. Number of service hours, by type of service, delivered in Phase I and Phase II
 - vi. Total number of service hours delivered
 - vii. Percent increase in ASI scores
 - viii. Number of clients graduating from Phase I to Phase II
 - ix. Percent of clients graduating from Phase I to Phase II
 - x. A summary report of program service highlights, identified problems, solutions, and goals.
- d. Contractor shall submit reports to:
 - Melissa Wagner
 - San Mateo County Probation Department
 - 222 Paul Scannell Drive
 - San Mateo, CA 94402

ATTACHMENT

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.

Linda J. Malone
Name of 504 Person - Type or Print

Pyramid Alternatives
Name of Contractor(s) - Type or Print

480 Manor Plaza
Street Address or P.O. Box

Pacific, CA 94044
City, State, Zip Code

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

Linda J. Malone
Signature
Director of Programs
Title of Authorized Official
1/31/12
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."