

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA CONFLICT RESOLUTION CENTER**

THIS FIRST AMENDMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA CONFLICT RESOLUTION 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;

WHEREAS, on December 10, 2013, the parties hereto under Resolution 072927 entered into an Agreement (the "Original Agreement"), for the provision of alcohol and other drug prevention services for a maximum of \$225,000.

WHEREAS, it is now necessary and the mutual desire and intent of the parties thereto to amend the Original Agreement a first time to add facilitation of parent project classes, increasing the maximum obligation by a total of \$114,000 for a new maximum obligation of \$339,000, with no change to the Agreement term of January 1, 2014 through June 30, 2015.

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 THREE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$339,000).

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

PENINSULA CONFLICT RESOLUTION CENTER



Contractor's Signature

Date: 1/22/14

EXHIBIT A – SERVICES
PENINSULA CONFLICT RESOLUTION CENTER
JANUARY 1, 2014 – JUNE 30, 2015

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. Community-Based Partnership

Contractor will be the fiscal and lead agency for the Community-Based Partnership for the provision of alcohol and other drug-related prevention services in the City of San Mateo in San Mateo County.

Contractor is responsible for convening the Community-based Partnership. Community-based Partnerships are comprised of local government, parents, youth, parents, community activists, educators, law enforcement, businesses, faith-based leaders, health providers, and others who are mobilizing at the local level to make their communities safer, healthier, and to reduce the problems associated with alcohol and other drugs. A Community-based Partnership is an evidenced-based strategy that promotes coordination and collaboration and makes efficient use of limited resources. By connecting multiple sectors of the community in a comprehensive approach, community based partnerships are able to plan and implement strategies, coordinate activities and achieve measurable outcomes.

In providing its operations, Contractor will maintain compliance with the requirements of the San Mateo County Behavioral Health and Recovery Services (BHRS) Alcohol and Other Drug Services (AOD) Provider Handbook hereinafter referred to as the Alcohol and Other Drug Services (AOD) Provider Handbook. In doing so, Contractor will follow, and assure that the Community-Based Partnership follows federal, state, and local requirements, including general administrative, fiscal, and reporting responsibilities. These requirements and responsibilities are set forth in the AOD Provider Handbook located at <http://www.smchealth.org/bhrs/aod/handbook> , and is incorporated by reference herein.

1. Work Plan and Budget Development and Approval:

- a. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership's assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.
- b. Contractor will consult with the Community-Based Partnership and develop a Budget that includes a Budget Justification. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a twenty percent (20%) in-kind match. The Governor of California has signed a directive stating that state funds can no longer be used to purchase promotional items, colloquially known as SWAG (Stuff We All Get). This includes items such as t-shirts, mugs, key chains, etc. See the following link: <http://gov.ca.gov/news.php?id=16911>. A listing of non-allowable expenditures can also be found in the AOD Provider Handbook. A minimum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) must be allocated to evaluation services. A minimum of ONE THOUSAND DOLLARS (\$1,000) must be allocated towards training. Contractor will send 2-4 staff and partners, to attend 1-2 California Department of Health Care Services (DHCS) sponsored alcohol and other drug prevention trainings each fiscal year.
- c. Contractor's Work Plan and Budget must be approved by the BHRS AOD Administrator or designee and uploaded to the CalOMS Pv site no later than January 31, 2014. Failure to meet this deadline will result in the suspension of payment. The approved Work Plan and Budget are hereby incorporated by reference. The Work Plan requirements include, but are not limited to:
 - i. Work Plan shall align with the AOD Strategic Prevention Framework 2014-2019 (SPF) and with the San Mateo County AOD Work Plan, as incorporated in the SPF. These documents are in the AOD Provider Handbook.

- ii. Using the SPF and the San Mateo County AOD Work Plan, the Community-Based Partnership shall:
 - 1) Select at least one (1) Problem Statement and Goal in Priority Area 1; identify and implement at least three (3) Interventions/Strategies that address the Problem Statement.
 - 2) Select at least one (1) Problem Statement and Goal in Priority Area 2; identify and implement at least three (3) Interventions/Strategies that address the Problem Statements.
 - 3) The Community-Based Partnership may identify additional problem statements, goals and additional interventions/strategies if needed to address the local conditions in their community. Approval to implement these interventions/strategies using this funding is at the discretion of the BHRS AOD Administrator or designee.
 - 4) Upon identifying the Problem Statements and Goals, the Community-Based Partnership shall use the selected Interventions/Strategies and develop specific, measurable, time-bound objectives in a Logic Model and Work Plan.

- iii. The Work Plan shall incorporate environmental alcohol and other drug prevention strategies. Environmental strategies are based on the belief that problem alcohol and other drug use is a product of multiple environmental conditions and circumstances. According to this view, individuals do not engage in problematic substance use solely on the basis of personal characteristics, but rather as a result of a complex set of factors in their environment, including: the rules and regulations of the social institutions to which individuals belong, the norms of the communities in which they live, the mass media messages to which they are exposed, and the accessibility and availability of alcohol and other drugs. Environmental alcohol and other drug prevention strategies reach entire populations and reduce collective risk, making them a cost effective solution.

- iv. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and BHRS AOD. Work Plan modifications are subject to approval by the BHRS AOD Administrator or designee.

2. Work Plan Implementation:

- a. Contractor, in collaboration with the Community-Based Partnership, shall implement Work Plan intervention/strategies to achieve Work Plan objectives.
- b. Contractor shall include the County BHRS AOD Analyst in meetings of the Community-Based Partnership to provide technical assistance and consultation, and to monitor progress towards accomplishing the objectives described in the Work Plan.

3. Participation in BHRS AOD Sponsored Activities

- a. Contractor shall participate in BHRS AOD sponsored and recommended training, technical assistance opportunities, in county-wide level networking meetings and events, and shall encourage community partners to participate as well.

B. Community Capacity Building

Contractor shall designate two (2) - .10 FTE staff members as co-chairs of the Pacific Islander Initiative to help lead and coordinate Pacific Islander efforts and also participate in cultural competence efforts within BHRS.

C. Measure A Parent Project

- 1. The Parent Project is an evidenced based, interactive 12-week course that teaches parents/caregivers parenting skills and focuses on how to improve their relationship with their child(ren). Participants will learn effective identification, prevention and intervention strategies.
- 2. Contractor will facilitate nine (9) ten to twelve (10-12) week Parent Project classes in English and/or Spanish with at least twenty (20) unduplicated parents in each class.

II. ADMINISTRATIVE REQUIREMENTS

A. CalOMS Prevention Data Collection and Reporting

3. Contractor shall enter data into the DHCS web-based Outcomes Measurement System for Prevention (CalOMS Pv) on a regular basis (as services occur) and no later than ten (10) business days following the service month. Data shall include the Community-Based Partnership's implementation activities and be in accordance with the requirements of the AOD Provider Handbook.
4. Contractor shall upload approved Work Plan into CalOMS Pv system by January 31, 2014. Revised Work Plans must be uploaded within ten (10) business days of approval.
3. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The link to the Web-based CalOMS Prevention data system is:
<https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
4. Contractor shall communicate with BHRS AOD staff CalOMS Pv data review and comply with BHRS AOD staff requests for data corrections and/or changes.
5. AOD Analyst will review CalOMS Pv data entry to ensure activities are reflective of the Partnership's Work Plan goals and objectives. Failure to adequately complete and/or document approved Work Plan activities in CalOMS Pv may result in a corrective action plan and/or withholding of payment.

B. Implementation Progress Reporting

1. Contractor shall maintain additional documentation of all Work Plan activities, including but not limited to: meeting agenda and notes, sign-in sheets, flyers, brochures, proclamations and ordinances adopted, etc.
2. Contractor shall document Work Plan progress, including successes, challenges, participation by the Community-Based Partnership, and timeliness.

3. Contractor, in collaboration with the Community-Based Partnership, shall update the Work Plan as needed. All updates shall be approved by the BHRS AOD Administrator or designee. Failure to maintain an approved Work Plan will result in a delay or withholding of payment.

4. Financial and Units of Service Reporting

a. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report and Agency Audit, and Year-end SPF Progress Report to the assigned BHRS AOD Analyst in accordance with the requirements of the AOD Provider Handbook.

5. Measure A Data Collection

Contractor shall comply with County data collection process through use of identified Parent Project application forms, pre and post tests, evaluation and other agreed upon tools. These materials are due to County one (1) week after each series is over.

6. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org

a. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:

i. implementation of policies and practices that are related to promoting diversity and cultural competence;

- ii. contractor forum for discussing relevant and appropriate cultural competence-related issues. (such as a cultural competence committee)
 - iii. collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
 - iv. staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner.)
 - v. staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
- b. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
- c. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.

- d. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
- e. Technical Assistance
Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

7. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

- a. Office of Inspector General

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 this 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.

b. Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (DHCS) in the provision of services for the County through this 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>, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

Contractor shall submit verification of the ineligible screening process on January 2nd of each contract year.

8. Fingerprint Compliance

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 this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals 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 this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive.

9. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

GOAL: Reduce underage alcohol use

OBJECTIVE: Decrease alcohol sales to minors in North Central San Mateo by twenty-five percent (25%) through Targeted Responsibility of Alcohol Connected Emergencies protocol implementation and Responsible Beverage Service Training of alcohol merchants, as measured by police decoy operations.

GOAL: Increase the number of parents graduating from the Parent Project

OBJECTIVE: One hundred fifty (150) parents will complete the Parent Project classes

EXHIBIT B – PAYMENTS AND RATES
PENINSULA CONFLICT RESOLUTION CENTER
JANUARY 1, 2014 – JUNE 30, 2015

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor as follows:

I. PAYMENTS

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. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook.

A. Community-Based Partnership

1. For the term January 1, 2014 through June 30, 2014, County shall be obligated to pay a Contractor maximum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000). Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-sixth ($1/6^{\text{th}}$) of the maximum amount per month or TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500).
2. For the term July 1, 2014 through June 30, 2015, County shall be obligated to pay a Contractor maximum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth ($1/12^{\text{th}}$) of the maximum amount per month or TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500).

B. Community Capacity Building

Contractor shall be paid a maximum obligation of THIRTY THOUSAND DOLLARS (\$30,000) for Community Capacity Building services described in Exhibit A Section IB, of this Agreement.

1. For the term January 1, 2014 through June 30, 2014, Contractor shall be paid one-sixth ($1/6^{\text{th}}$) of the maximum obligation per month or ONE THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS (\$1,666.66), not to exceed TEN THOUSAND DOLLARS (\$10,000.00).

2. For the term July 1, 2014 through June 30, 2015, Contractor shall be paid one-twelfth (1/12th) of the maximum obligation per month or ONE THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS (\$1,666.66), not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00).

C. Measure A Parent Project

Contractor shall be paid a maximum obligation of EIGHTY-FOUR THOUSAND DOLLARS (\$84,000) for Parent Project services described in Exhibit A Section IC, of this Agreement.

1. For the term January 1, 2014 through June 30, 2014, Contractor shall be paid one-sixth (1/6th) of the maximum obligation per month or SIX THOUSAND SIX HUNDRED DOLLARS (\$6,600.00), not to exceed THIRTY-THREE THOUSAND DOLLARS (\$33,000.00).
2. For the term July 1, 2014 through June 30, 2015, Contractor shall be paid one-twelfth (1/12th) of the maximum obligation per month or FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$4,250.00), not to exceed FIFTY-ONE THOUSAND DOLLARS (\$51,000.00).

D. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Work Plan.

1. Contractor will provide the deliverables described in the approved Work Plan in column labeled Major Activities by the date listed in the column labeled Completion Date.
2. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments.

5. If it is determined that the Contractor has not met Major Activities deliverables by the required Completion Dates, County may issue a corrective action plan for unmet deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the Contract Value of any and all unmet Major Activity deliverables.

E. Contract Maximum

In any event, the maximum amount County shall be obligated to pay Contractor for services rendered under this Agreement shall not exceed THREE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$339,000).

F. Monthly Invoice and Payment

Contractor shall invoice the County on or before the tenth (10th) working day of each month prior to the service month. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. County reserves the right to deny payment of invoices if Contractor does not meet contract deliverables including CalOMS Pv data submission requirements. Invoices and reports are to be sent to:

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Program Analyst
400 Harbor Blvd., Bldg. E
Belmont, CA 94002

G. Contract Amendments

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.

H. Anticipated Change in Revenue

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.

I. Early Termination

In the event this Agreement is terminated prior to June 30, 2015, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

J. County May Withhold Payment

Contractor shall provide all pertinent documentation requested by County. 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 BHRS of the Health System. Contractor shall meet at least quarterly with the BHRS AOD Analyst, to review the Work Plan, documentation, and billing reports and to take appropriate corrective action, as needed, to resolve any discrepancies.

K. Inadequate Performance

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.

L. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____, California, on _____, 20__

Signed _____ Title _____

Agency _____”

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. (or no employees)
- 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.

Russell Bounser

Name of 504 Person - Type or Print

Peninsula Conflict Resolution Center

Name of Contractor(s) - Type or Print

1660 South Amphlett Boulevard, Suite 219

Street Address or P.O. Box

San Mateo, CA 94402

City, State, Zip Code

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

Russell Bounser

Signature

Deputy Director

Title of Authorized Official

1/22/14

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."