

**COUNTY OF SAN MATEO  
DEPARTMENTAL CORRESPONDENCE**

**DATE:** February 12, 2001

**HEARING DATE:** February 27, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Maureen D. Borland, Director, Human Services Agency  
Yvonne Frazier, Administrator, Alcohol and Drug Services

**SUBJECT:** 2000-2002 Agreement with MHN Services for Driving Under the Influence Services.

**RECOMMENDATION:**

Adopt a resolution authorizing the President of the Board of Supervisors to execute a two-year agreement with MHN Services for Driving Under the Influence services for the period July 1, 2000 through June 30, 2002

**Background:**

This is a renewal agreement with MHN Services (MHN), which provides Driving Under the Influence (DUI) counseling services to individuals who have received a DUI conviction. MHN provides First Offender and Multiple Offender Program counseling services through their DUI program. The DUI program is conducted under the business name: Occupational Health Services (OHS).

**Discussion.**

MHN has been providing DUI services for a number of years. They are licensed by the State Department of Alcohol and Drug Programs to provide such services. The objectives of the DUI program are to 1) comply with court orders; 2) increase safety on the highways; 3) create self-awareness of alcohol and other drug abuse, and 4) prevent future arrests. MHN provides DUI services in accordance with the Courts, the California Department of Motor Vehicles, the State licensing authority, and the County Alcohol and Drug Services

During FY1999-2000, 624 individuals enrolled in MHN's three-month FOP services and 460 individuals enrolled in their eighteen-month MOP services. The completion rates were 83% for the FOP services and 66% for the MOP services. The lower completion rate for participants in MOP services reflects a more difficult-to-serve client population with a longer history and higher severity of chemical dependency issues

The DUI services contained in this agreement are paid for through program participant fees. The County does not pay Contractor any money under this agreement. MHN pays the County a ten percent administrative fee for the First Offender Program and an eight percent administrative fee for the Multiple Offender Program. This administrative fee is required in order to compensate the County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and drug programs.

Submission of this agreement was delayed due to extensive negotiations with MHN Services. The signed agreement was received by Alcohol and Drug Services, from MHN, on 12/5/00.

**Other Reviewing Agencies:**

The resolution and agreement have been reviewed and approved by the County Counsel's office. Inquiries were raised regarding the provision of insurance when this contract was first presented to the Board. Professional liability insurance has been obtained by the Contractor and all insurance is current.

**Fiscal Impact:**

There are no Net County Costs associated with this agreement. The Contractor pays the County an administrative fee for County oversight and monitoring responsibilities.

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH MHN SERVICES FOR THE PROVISION OF ALCOHOL AND DRUG SERVICES FOR THE TWO-YEAR PERIOD 7/1/2000 THROUGH 6/30/2002

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby MHN Services will provide Driving Under the Influence (DUI) services under contract with the County of San Mateo; and

WHEREAS, MHN Services understands and agrees they will receive no payment from the County of San Mateo for the DUI services; and

WHEREAS, MHN Services understands and agrees to pay the County of San Mateo administrative fees for oversight and monitoring costs of the DUI programs; and

WHEREAS, this Board has been presented with the form of this agreement and has examined and approved the agreement as to both form and content and desires to enter into this agreement;

NOW, THEREFORE IT IS HEREBY RESOLVED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**AGREEMENT WITH  
MHN SERVICES  
DBA: OCCUPATIONAL HEALTH SERVICES  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by and between the COUNTY OF SAN MATEO, hereinafter called County and MHN  
SERVICES, 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/ Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug treatment services; in accordance with California Health and Safety Code Division 10.5

The following exhibits and attachments are attached hereto and incorporated by reference therein.

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

1. **Exhibits and Attachments**

Exhibit A: Driving Under the Influence Services and Rates of Payment for those Services.

Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Certification Form
Attachment 3:	HIV/AIDS Services
Attachment 4:	Budget Procedures
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements

2. **Services to be Performed by Contractor.**

In consideration of the payments hereinafter set forth in Exhibit A, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of the Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

3. **Fees.**

A. In full consideration of the oversight and support provided by County and of County's authorization of Contractor's provision of the services set forth in Exhibit A, and the client fees to be collected by Contractor, Contractor shall pay County the administrative fee set forth in Exhibit A, attached hereto and incorporated by reference herein. Contractor shall expend such funds received and retained in the manner described in Exhibit A attached hereto and incorporated by reference herein.

B. **Rate of Payment.** The rate and terms of Contractor's payment to County shall be as specified in Exhibit A, attached hereto and incorporated by reference herein.

4. **Relationship of Parties.**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless.**

Contractor shall indemnify and save harmless the 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 whomever belonging; or (C) any other loss or cost, (including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees and servants,) resulting from the performance of any work required by Contractor or payments made pursuant to the Agreement, provided that this shall not apply to injuries or damage for which the 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.

6. **Insurance.**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency 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 Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

1) Workers Compensation and Employer's Liability Insurance.

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, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers 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. 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 Contractor's operations under this Agreement, whether such operations be by himself/herself or by any subcontractor 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 not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability.... \$2,000,000
- (b) Professional Liability..... \$3,000,000

After two years from the date of this Agreement is first executed, the County may at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Contractor. 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.

7. **Non-Discrimination.**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973.**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled 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 contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

8. **Child Abuse Prevention and Reporting.**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

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

9. **Assignments and Subcontracts.**

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10. **Records.**

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

11. **Compliance with Applicable Laws.**

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, ordinances, regulations, including but not limited to appropriate licensure, certification



regulations, and provisions pertaining to confidentiality requirements, and applicable quality assurance regulations.

12. **HIV/AIDS Services.** HIV/AIDS services to be provided by Contractor are contained in Attachment 3, attached hereto and incorporated by reference herein.

13. **Budget Procedures.** All budget procedures are contained in Attachment 4, attached hereto and incorporated by reference herein.

14. **Monitoring.** All services performed and payments made pursuant to this Agreement shall be monitored according to the protocols set forth in Attachment 5, attached hereto and incorporated by reference herein.

15. **Program Specific Requirements.** The program specific requirements are contained in Attachment 6, attached hereto and incorporated by reference herein.

16. **Entire Agreement.**

A. This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto

B. This Agreement is not a representation or indication of subsequent years' funding for the services described in this Agreement. The levels of services and payments set forth in this Agreement are not necessarily (1) inclusive of start-up costs, or (2) computed on an annualized basis. This contract is not an indication or representation that the same level of services and/or payments will be the subject of future contracts.

17. **Interpretation and Enforcement.**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

- (1) In the case of County, to.  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Blvd., Bldg. C  
Belmont, CA 94002

(2) In the case of Contractor, to:  
MHN Services  
DBA: Occupational Health Services  
1600 Los Gatos Drive, Suite 300  
San Rafael CA 94903

B. **Controlling Law.** The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

18. **Term of the Agreement.**

Subject to compliance with the terms and conditions of this Agreement for alcohol and drug recovery services the term of this Agreement shall be from **July 1, 2000, through June 30, 2002**. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party.

19. **Confidentiality Requirements.** Contractor agrees to maintain, and comply with, a confidentiality policy that complies with all applicable Federal, State, and local laws

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors


Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date. \_\_\_\_\_

MHN SERVICES  
DBA: OCCUPATIONAL HEALTH SERVICES  
David C. Buhler, Chief Administrative Officer  
Name, Title - Print

  
Signature

Date: 2/7/01

Contractor's Tax I.D. # 95-4146179  
OHS00 wp

**EXHIBIT A**  
**Driving Under the Influence Programs and Payments**  
**MHN SERVICES**  
**DBA: OCCUPATIONAL HEALTH SERVICES**  
**July 1, 2000 through June 30, 2002**

Contractor will provide Driving Under the Influence (DUI) services at location(s) subject to mutual agreement in San Mateo County. County will not pay Contractor any money whatsoever for the DUI program(s) specified below. In consideration of County's authorization to Contractor to levy and collect fees for the program(s) described in this Exhibit, Contractor will operate the following program(s):

**I. DRIVING UNDER THE INFLUENCE (DUI) PROGRAMS:**

Contractor shall provide First Offender Program (FOP) and Multiple Offender Program (MOP) Driving Under the Influence (DUI) services as follows:

**A. Program Requirements:**

1. The Driving Under the Influence Program (DUI) contractor shall conform with each of the following for each level of service they are providing:
  - a. **Governing Policies**
    - 1) All requirements, as specified in all applicable California laws, Codes, and State directives issued by the California Department of Alcohol and Drug Programs, and California Department of Motor Vehicles.
    - 2) Shall hold one or more current DUI license(s) issued by the California Department of Alcohol and Drug Programs.
    - 3) County rules and regulations outlined in correspondence and bulletins published and delivered to Contractor by the County Alcohol and Drug Services Administrator.
    - 4) Court Orders.

**B. DUI Program Service Hours:**

The DUI Program will provide to each program participant service hours of the type and in the amounts required by the Courts, and/or California Department of Motor Vehicles, and/or licensing authority, and County Alcohol and Drug Services Administrator.

C. DUI Objectives:

The objectives of the program are to comply with court orders, increase safety on the highways, create self-awareness of alcohol and other drug abuse, and prevent future arrests.

D. DUI Program Content:

The program will be educational with peer support counseling that focuses on group discussion and emphasizes personal sharing. Topics of the educational session will include:

1. Significance of DUI laws to the individual
2. Socializing without alcohol or other drugs
3. Sources of help - community resources
4. Mixing alcohol and other drugs
5. Drinking/using and driving practices
6. Historical overview of the uses of alcohol and other drugs
7. Physical effects of alcohol and other drug use
8. Social effects of alcohol and other drug use
9. Psychological effects of alcohol and other drug use
10. Alcoholism and drug addiction
11. Alcoholism and drug addiction as family illnesses
12. Denial
13. Choice and wellness
14. Stress reduction
15. Values clarification and assertiveness
16. Developing a personal plan to avoid driving under the influence
17. HIV/AIDS education
18. Alcohol- and drug-related birth defects

II DUI PAYMENT SCHEDULE:

In full consideration of the DUI services provided by Contractor and the oversight provided by County pursuant to this Agreement and subject to all the provisions hereinabove, the parties agree the following provisions shall be met:

A. DUI Client Fees:

1. The maximum DUI client fee for each level of service and related fees for Driving Under the Influence (DUI) programs shall be fixed by the County Alcohol and Drug Services Administrator, subject to approval by the State Department of Alcohol and Drug Programs.

**B. DUI Client Fee Guidelines:**

1. Any increase in DUI fees shall be approved by the County Board of Supervisors for service providers in San Mateo County.
2. Each person provided DUI program services by Contractor pursuant to this Agreement shall be assessed a fee by Contractor for such services, in accordance with Title 9 of the California Code of Regulations, Section 9878.
3. No person shall be denied services because of inability to pay as determined by Title IX of the California Code of Regulations, Section 9878.
4. Contractor shall limit program or surplus profit from each nonreimbursable program to ten percent (10%) of the total expenses of the program per Title IX of the California Code of Regulations, Section 9878

**C. County Administrative Fee:**

Contractor will pay County an administrative fee to compensate County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and drug programs. DUI administrative fees must be approved by the State Alcohol and Drug Program (ADP). Contractor shall remit either monthly or quarterly to County Alcohol and Drug Services Administrator the following

1. A ten percent (10%) administrative fee of the gross revenue received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to provider for returned checks, and State administrative fees for the DUI First Offender Program (FOP).
2. An eight percent (8%) administrative fee for the gross revenue received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to provider for returned checks, and State administrative fees for the DUI Multiple Offender Program (MOP)
3. Administrative fees described hereinabove may be submitted either monthly or quarterly. In the event that submission is not postmarked by the tenth (10th) day of the following month, a five percent (5%) penalty of the full, monthly administrative fee may be assessed by County. This five percent (5%) penalty may be added for each thirty (30) day period, or portion thereof, that the payments are outstanding. If the tenth (10th) day of the month falls on a weekend or County holiday, the submission of fees must be postmarked by the next work day. All units of service reports are

due monthly. Copies of all quarterly reports to the State, and State audit preparation packages, will be sent to the County at the same time they are sent to the State.

4. Contractor's gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees, and fees for dishonored checks.
5. The administrative fees cover the cost of program oversight including contract maintenance and monitoring and other programmatic benefits provided by County. This fee may be revised during the contract period by the mutual agreement of Contractor and Director of the Human Services Agency or her designee.

**III. PROGRAM BUDGET:**

- A. Contractor will expend funds received for operation of its program and services according to applicable laws and regulations and the budget submitted to, and approved by, the County Alcohol and Drug Services.
- B. Transfers between personnel and operating expense that in the aggregate equal or exceed ten percent (10%) of the maximum amount specified in Paragraph 3 of the body of this Agreement, or FIVE THOUSAND DOLLARS (\$5,000), whichever is less, of the contract budget may be made only upon prior authorization of the Director of Human Services or her designee.

OHSA wp

**ATTACHMENT 1**

**(Required only from Contractors who provide services directly to the public on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the Contractor(s) ) hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees 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

JANET PARAVENTI - HOLT

Name of 504 Person - Type or Print

MHN SERVICES

Name of Contractor(s) - Type or Print

1600 LOS GANOS DR, STE 300

Street Address or P.O. Box

San Rafael

City

CA

State

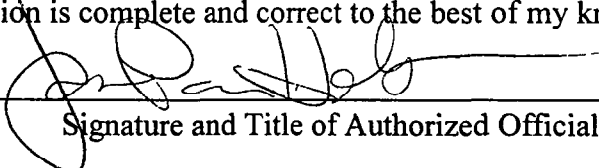
94903

Zip Code

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

2-7-01

Date



Signature and Title of Authorized Official

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped 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."

not applicable

ATTACHMENT 2

**FINGERPRINTING CERTIFICATION FORM**

Agreement with

\_\_\_\_\_  
Name of Contractor

for

\_\_\_\_\_  
Alcohol and Drug Treatment Services  
Services

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

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ATTACHMENT 3**  
**HIV/AIDS Services**  
**MHN SERVICES**  
**DBA: OCCUPATIONAL HEALTH SERVICES**  
**July 1, 2000 through June 30, 2002**

I The following HIV/AIDS services are part of all Contractors' basic alcohol and drug treatment program(s)

A. HIV/AIDS Services

- 1 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Program, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Manager.
2. Staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Manager. Seventy-five percent (75%) of staff will receive this training
- 3 Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS education and counseling by a trained counselor. Education and counseling will include HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change
- 4 Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed as a recovery issue, culturally sensitive materials, and necessary knowledge and skills for attitude for behavior change.
- 5 Contractor will coordinate with the Alcohol and Drug Services Manager, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Budget Procedures**  
**MHN SERVICES**  
**DBA: OCCUPATIONAL HEALTH SERVICES**  
**July 1, 2000 through June 30, 2002**

**I. BUDGETS:**

- A. Contractor will submit to County for review and approval an annual budget covering all contracted services under this Agreement. The budget for the period 7/1/00 through 6/30/01 will be submitted prior to execution of this Agreement. The budget for the period 7/1/01 through 6/30/02 will be submitted upon request of the Alcohol and Drug Services Manager or her designee.
  
- B. Contractor will submit to County a final/year-end Cost Report for the period 7/1/00 through 6/30/01 no later than September 15, 2001. Contractor will submit to County a final/year-end Cost Report for the period 7/1/01 through 6/30/02 no later than September 15, 2002.
  
- C. Contractor shall submit to County submission of satisfactorily completed documents as follows: quarterly reports of direct services provided in the previous quarter. The following documents will be submitted to County by Contractor, as directed by the County:
  - a. Annual budget proposal;
  - b. Cost allocation plan;
  - c. Participant fee schedule;
  - d. California Alcohol and Drug Data System (CADDs) participant records,
  - e. Quarterly expenditure reports;
  - f. Quarterly units of service reports,
  - g. Monthly hours of staff availability reports;
  - h. Six (6) month report;
  - I. Outcome objectives data/report;
  - j. Final/year-end cost report.

**ATTACHMENT 5**

**Monitoring Procedures  
MHN SERVICES  
DBA: OCCUPATIONAL HEALTH SERVICES  
July 1, 2000 through June 30, 2002**

**I. CONTRACTOR'S RESPONSIBILITIES:**

**A. Reporting Requirements:**

1. Submit to County the quarterly units of service report describing actual delivery of services provided under Exhibit A. Submit report within ten calendar (10) days after the end of each quarter.
2. Submit to County quarterly expenditure reports outlining expenditures made for each quarter, year to date, according to the approved budget submitted by Contractor to County prior to execution of this Agreement. Submit reports within fifteen (15) calendar days after the end of each quarter.

**II. COUNTY'S RESPONSIBILITIES:**

**A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to, the following**

1. Monthly reports including staff available hours.
2. Financial reports such as annual budgets, cost allocation plans, and cost reports.
3. Quarterly units of service and expenditure reports.
4. Six (6) month reports.
5. Outcome data/reports.
6. Other requested reports.

**B. A County program liaison will visit Contractor during the contract term. The visits shall be for the express purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to, the following tasks:**

1. Review of all pertinent participant records.
  2. Appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in Exhibit A.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) twice during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service provision, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs forms to the State of California.

**ATTACHMENT 6**

**Program Specific Requirements  
MHN SERVICES  
DBA: OCCUPATIONAL HEALTH SERVICES  
July 1, 2000 through June 30, 2002**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS:**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Treatment Provider's meetings.
  - 2. Special meetings as required by the County.
  
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
  
- C. Subcontracting requirements
  - 1. Pursuant to Section 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of Human Services or her designee.
  
- D. If Contractor subcontracts for professional counseling or medical services, Contractor will assure that subcontractor has ONE MILLION DOLLARS (\$1,000,000) in professional liability insurance and County and Contractor will be listed as additional insured on all applicable insurance of Contractor.
  
- E. If Contractor subcontracts for services that include or require driving a motor vehicle, Contractor will assure that subcontractor has the minimum automobile insurance required by the state and/or County (which ever is higher), and when these services include transporting passengers, a minimum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) per person in bodily injury liability, and a FIVE HUNDRED THOUSAND DOLLARS (\$500,000) minimum total per accident, and a minimum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) in property damage liability automobile insurance. Contractor will be listed as additional insured on said insurance. Contractor may require lower liability insurance coverage with County's written approval.

- F. Contractor will verify that any subcontractors, when appropriate, have worker's compensation coverage.

II. **ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS:**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  - 1. CADDs form
  - 2. Intake form
  - 3. Signed fee determination
  - 4. Redetermination of fee every six (6) months
  - 5. Medical history
  - 6. Social history
  - 7. Alcohol and drug history
  - 8. Presenting problem
  - 9. Client Driving Under the Influence (DUI) Contract
  - 10. Progress notes
  - 11. Closure summary/discharge plan
  - 12. Documented quarterly review by consultant/supervisor
  - 13. Signed release of information as required
  - 14. Signed consent to treatment
  - 15. Signed confidentiality agreement
  - 16. Supplementary intake and exit data survey forms (as requested by County)
- B. Obtain and maintain California Department of Alcohol and Drug Programs certification and/or licensure of Contractor's alcohol and drug treatment program(s) as required by the State.
- C. Contractor will participate in and/or provide input to the provider work group as requested.
- D. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay **as determined by Title IX-9878**. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Manager.

- E. Contractor shall maintain a **written payment policy** which will ensure that clients' payments are commensurate with their ability to pay for services, including those who are unable to pay as **determined by Title IX-9878**. Contractor's **written payment policy** will be submitted to Alcohol and Drug Services for approval within thirty (30) days of the execution of this Agreement.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Manager, in the event that a participant appeals the manner or amount of his/her fee determination.

**III. PROGRAM CERTIFICATION:**

In performing the services described in Exhibit A Contractor shall perform the following services and abide by the following provisions:

- A. Program Requirements:
  - 1. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.
  - 2. Make use of available community resources, including recreational resources.
  - 3. Operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location.
  - 4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.
- B. Underserved Populations Requirements:
  - 1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol- and drug-related materials in order to meet the needs of the people in the community(ies) served by Contractor.

- b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
- c. Special and/or underserved populations include the following:
  - 1) Non-English speaking
  - 2) Hearing impaired
  - 3) Physically impaired
  - 4) Gay/lesbian
  - 5) Elderly (for adult services)
  - 6) Pregnant women
  - 7) HIV-positive
  - 8) Dually diagnosed
  - 9) Diverse cultures

- 2. Demonstrate a commitment, in good faith, to recruit and retain program staff who have two years experience in group facilitation as applicable to Title IX.

C. Administrative Requirements:

- 1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Manager, agree that an immediate visit is necessary.
- 2. Provide statistical information upon reasonable request of County.

D. Facility Requirements:

- 1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.



2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

E. Governance and Operational Requirements.

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
  - b. Personnel policies that discuss the following:
    - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position
      - a) Include criteria regarding the employment of current program participants.
    - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.

- e. Policies for maintaining participant records consistent with state and federal laws Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable laws, including the following:
  - 1) Federal Department of Health and Human Services, Public Health Service, 42 Code of Federal Regulation Part 2, entitled, "Confidentiality of Alcohol and Drug Abuse Patient Records; Final Rule."
  - 2) California "Mandated Blood Testing and Confidentiality to Protect Public Health Act" of 1985 and all amendments, regarding AIDS/HIV issues.
  - 3) Health and Safety Code Section 11812(c)
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises, and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Manager).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.

- I. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a) When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b) When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.

4. If the Alcohol and Drug Services Manager, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

**IV. FISCAL CERTIFICATIONS:**

In performing the services described in Exhibit A Contractor shall perform the following services and abide by the following provisions:

- A. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs's Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- B. If it is deemed necessary by the Alcohol and Drug Services Manager, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  1. Contractor will perform audit according to standard accounting practices
  2. This expense is an allowable cost in Contractor's program budget
  3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Manager may reserve the right to develop the use of said audit and to approve the selection of the auditor.
  4. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  5. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  6. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  7. If a funding source has more stringent and specific audit requirements than the audit requirements set forth hereinabove, those audit requirements shall apply in addition to the audit requirements set forth herein.

8. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
9. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
10. Contractor will submit a copy of the audit report to County no later than ninety (90) calendar days after termination of this Agreement. Contractor may submit a written request for additional time to complete the audit report, subject to County's written approval.

V. **UNUSUAL INCIDENTS POLICY:**

Contractor shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Manager, within three (3) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to the following

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

Attach6 wp

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: January 25, 2000

TO: Priscilla Harris-Morse, Risk Manager  
FROM: Jane Marks, Alcohol and Drug Services  
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE  
SUBJECT: Contract Insurance Approval

CONTRACTOR: MHN Services (DBA: Occupational Health Services)

DOES CONTRACTOR TRAVEL? IF YES, WHAT PERCENT OF CONTACTED TIME?  
Not as part of their contracted services.

DUTIES:  
Provides nonresidential alcohol and drug treatment services for persons with DUIs (driving under the influence).

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <u> X </u> Additional Insured	<u> \$2M </u>	<u> [Signature] </u>	<u> _____ </u>	<u> _____ </u>
Automobile Liability	<u> _____ </u>	<u> _____ </u>	<u> [Signature] </u>	<u> _____ </u>
Professional Liability	<u> \$3M </u>	<u> [Signature] </u>	<u> _____ </u>	<u> _____ </u>
Workers' Compensation <u>    </u> No employees	<u> Statutory </u>	<u> [Signature] </u>	<u> _____ </u>	<u> _____ </u>

Remarks/Comments:

Signature:  Priscilla Morse   
Risk Management

Insform.wp

# MARSH USA INC.

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
LOS-000182148-00

**PRODUCER**

Marsh USA Risk & Insurance Services  
Casualty Risk Management  
777 South Figueroa Street  
Los Angeles CA 90017-5822  
M Mangune (213) 346-5132

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN

**COMPANIES AFFORDING COVERAGE**

COMPANY	A American International Specialty Lines Insurance Co
COMPANY	B N/A
COMPANY	C
COMPANY	D

11235 -MCPL-00/02-

**INSURED**

HEALTH NET INC  
ATTN C GROENENDAAL RISK MANAGER  
21650 OXNARD STREET  
WOODLAND HILLS CA 91367

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS CONDITIONS AND EXCLUSIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS 3

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per acc den) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	OTHER CLAIMS-MADE CORPORATE PROFESSIONAL LIABILITY & MANAGED CARE E & O	2786001	06/01/00	06/01/02	EACH WRONGFUL ACT 3 000 000 AGGREGATE 3 000 000 CERTIFIED LIMITS ARE EXCESS OF \$500 000 PER LOSS DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

EVIDENCE OF PROFESSIONAL LIABILITY COVERAGE

**CERTIFICATE HOLDER**

SAN MATEO COUNTY ALCOHOL AND DRUG ABUSE SERVICES  
ATTN JANE ZEHNER  
400 HARBOR BLVD BLDG B  
BELMONT CA 94002

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE ITS AGENTS OR REPRESENTATIVES

MARSH USA INC  
BY John F Wesley 

MM1(9/99)

VALID AS OF 01/19/01

# MARSH USA INC.

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
LOS-000047620-00

**PRODUCER**

Marsh USA Risk & Insurance Services  
Casualty Risk Management  
777 South Figueroa Street  
Los Angeles CA 90017-5822  
M Mangune (213) 346-5132

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**COMPANIES AFFORDING COVERAGE**

COMPANY

A Executive Risk Indemnity Inc

COMPANY

B National Union Fire Insurance Co of Pittsburgh PA

COMPANY

C Insurance Company of the State of Pennsylvania

COMPANY

D N/A

11235 -Cas-GLAUW-01/02 A&B

**INSURED**

MANAGED HEALTH NETWORK  
HEALTH NET INC  
ATTN C GROENENDAAL RISK MANAGER  
21650 OXNARD STREET SUITE 2125  
WOODLAND HILLS CA 91367

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate

1

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS CONDITIONS AND EXCLUSIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	8'67 94'5	02/01/01	01/01/02	GENERAL AGGREGATE	\$ 2 000 000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2 000 000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1 000 000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	\$ 1 000 000
					FIRE DAMAGE (Any one fire)	\$ 1 000 000
					MED EXP (Any one person)	\$ 5 000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
C C B B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	RMWC 356-9179	01/01/01	01/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		RMWC 347-0262	01/01/01	01/01/02	EL EACH ACCIDENT	\$ 1 000 000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE	RMWC 356-9180	01/01/01	01/01/02	EL DISEASE-POLICY LIMIT	\$ 1 000 000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL	RMDBP 527-6336	01/01/01	01/01/02	EL DISEASE-EACH EMPLOYEE	\$ 1 000 000
	OTHER					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)**

Certificate holder is added as an additional insured but only as respects the contract with the named insured

**CERTIFICATE HOLDER**

SAN MATEO COUNTY ALCOHOL AND DRUG ABUSE SERVICES  
ATTN JANE ZEHNER  
400 HARBOR BLVD BLDG B  
BELMONT CA 94002

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MARSH USA INC

BY John F Wesley



MM1(9/99)

VALID AS OF 02/01/01