



**AN AGREEMENT BETWEEN  
COUNTY OF SAN MATEO**

**AND**

***DAYTOP VILLAGE, INC.***

**For the Period of**

***July 1, 2002 through June 30, 2003***

Agency Contact:  
***Jane Marks***  
***Human Services Analyst***  
***(650) 802-6418***

**FLAT RATE AGREEMENT WITH  
DAYTOP VILLAGE, INC.  
FOR ALCOHOL AND DRUG PREVENTION AND TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and DAYTOP VILLAGE, INC., hereinafter called "Contractor";

**WITNESSETH:**

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 services in accordance with state and federal laws, regulations, and funding mandates.

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

**1. Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- Exhibit A: State Negotiated Net Amount (NNA) and Drug/Medi-Cal Funded Services and Rates of Payment for Those Services
- Exhibit B: County Funded Services and Rates of Payment for Those Services
- Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: Payment Procedures
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional NNA Requirements
- Attachment 9: Drug/Medi-Cal Appeal Process
- Attachment 10: County-owned Facility Use Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall pay for services rendered under this Agreement shall not exceed FOUR HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS (\$459,621) for the contract term.

**B. Rates, Amounts and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteen (15<sup>th</sup>) day of each month.

**D. 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 thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget that reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to Human Services Agency, the following will apply:

a. Contractor will notify Human Services Agency of transfers that in the aggregate are between 10% and 20% of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003 to submit the document for processing by June 1, 2003 and to finalize the agreement by July 1, 2003 subject to receipt of necessary information from state budget.

G. Treatment Services for Which Payment is Made Under This Agreement

To the extent that this Agreement provides for treatment services, payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties 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 its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it 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) damages 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 of 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 the Human Services Agency 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.

**B. 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.*

C. 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/it 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/itself or by any subcontractor or by any one 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	<u>\$1,000,000</u>
(b)	Automobile Liability	<u>\$1,000,000</u>
(c)	Professional Liability	<u>\$1,000,000</u>

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.

D. Equal Benefits Compliance

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of the employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

1. 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:

- a. Termination of this Agreement;
- b. disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c. liquidated damages of \$2,500 per violation;
- d. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a. Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b. 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 thirty (30) days of such filing, provided that within such thirty (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.

**8. Child Abuse Prevention, Reporting and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, County probation department if designated by the County to receive mandated reports, or the County welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor 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 such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.



E Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

**9. Assignment and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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 five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification

regulations, and requirements pertaining to confidentiality, civil rights, and quality assurance.

B. 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.

C. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Entire Agreement**

A. This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alternation 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 funding or contracting for the services described herein. The levels of services and payments set forth in this Agreement are not necessarily inclusive of start-up costs, or computed on an annualized basis.

## **13. Interpretation and Enforcement**

### **A. 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.

### **B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Attachment or Exhibit, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

## **14. Term and termination of the Agreement**

A. Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2002 through June 30, 2003.

B. This Agreement may be terminated by Contractor, Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

15. **Notices**

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State 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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) In the case of Contractor, to:  
Daytop Village, Inc.  
631 Woodside Road  
Redwood City, CA 94061

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

DAYTOP VILLAGE, INC.

Joseph H. Hennen  
Name / Title - Print  
Joseph H. Hennen  
Signature

Date: 1/17/03

**EXHIBIT A (Flat Rate Agreement)**  
**State Negotiated Net Amount (NNA) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location(s) in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will give priority for admission to San Mateo County residents. Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

**I. NNA FUNDED ADULT RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

**A. NNA Adult Residential Alcohol and Drug Treatment Units of Service:**

1. Admit to Contractor's adult residential alcohol and drug treatment program a minimum of twenty-four (24) program participants. Provide a total of eight thousand two hundred twenty (8,220) days of adult residential alcohol and drug treatment services to be allocated by Contractor. Of these:
  - a. Admit a minimum of fifteen (15) program participants who are adult males. Provide a total of five thousand one hundred sixty-eight (5,168) days of adult residential alcohol and drug treatment services to be allocated by Contractor.
  - b. Admit a minimum of nine (9) program participants who are adult women. Provide a total of three thousand fifty-two (3,052) days of adult residential alcohol and drug treatment services to be allocated by Contractor.
  - c. Of the total adult residential alcohol and drug treatment services, provide a total of one thousand twenty-eight (1,028) days of residential alcohol and drug treatment services to be allocated by Contractor among a minimum of four (4) program participants who meet the special need criteria below.
    - 1) Prioritize for admission to available services special need program applicants referred from County before special need applicants referred from other sources.
    - 2) A person with special needs is an individual who has multiple complex issues such as a medical psychiatric diagnosis and a substance abuse problem. Program

participants who have special needs may be treated by agencies that have the expertise, staffing pattern, treatment structure, and protocols to support the individual's special needs in recovery.

- 3) Contractor must be pre-approved in writing by both Alcohol and Drug Services and Mental Health Services if they wish to provide services to individuals with more severe problems than special needs individuals, such as those individuals who are chronically mentally ill and need both substance abuse treatment and an ongoing involvement with Mental Health Services.

**B. NNA Adult Residential Alcohol and Drug Treatment Services:**

Contractor's basic adult residential alcohol and drug treatment services shall include:

1. Provide intake, assessment (using the Addiction Severity Index, [ASI]), recovery planning, individual and group counseling, case management services and follow-up at 3 months and 9 months after intake for each program participant.
2. Make available ancillary support services including HIV/AIDS testing and education, literacy assessment and training, and basic education assessment and instruction.
3. Develop an aftercare plan with each participant prior to participant's completion of program. Plan will include support for continued recovery, relapse prevention, education, and continuing linkages with community services.
4. Make accessible twelve-step groups, including Alcoholics Anonymous, and Narcotics Anonymous.
5. Review all medical needs of participants and make referrals as required.
6. Provide or facilitate at least one alcohol and drug free socialization activity for participants.
7. Provide program participants with a minimum of twenty (20) hours of structured programming per week.

- C. NNA Adult Residential Alcohol and Drug Treatment Rates of Payment: Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of the NNA adult residential alcohol and drug treatment services provided by Contractor County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee:

1. County shall pay Contractor TWENTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS AND FIFTY CENTS (\$27,382.50) per month, not to exceed a maximum contract obligation of THREE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED NINETY DOLLARS (\$328,590) for the term of the Agreement.
2. See Attachment 10 of this Agreement for use charges designated for the alcohol and drug treatment facility in East Palo Alto.
3. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$328,590 divided by 8,220 = \$39.97 per bed day).

II. **DRUG/MEDI-CAL (D/MC) OUTPATIENT DRUG FREE (ODF) TREATMENT SERVICES**

Contractor will be Drug/Medi-Cal certified to provide Outpatient Drug Free (ODF) services. All participants in the ODF program must be enrolled in the Medi-Cal program. Contractor will comply with all aspects of the most current State Department of Alcohol and Drug Programs (ADP) Drug/Medi-Cal Utilization Control Plan, State of California Standards and Drug Treatment Programs, State Negotiated Net Amount (NNA) contract, and all pertinent state and federal statutes and regulations as they pertain to these services. Contractor will provide the following services:

A. D/MC Outpatient Drug Free (ODF) Units of Service:

1. Admit to Contractor's ODF treatment services a minimum of eighteen (18) program participants who meet the eligibility requirements for Drug/Medi-Cal ODF services.
2. Provide a total of seventy-two (72) individual counseling sessions to be allocated by Contractor among eighteen (18) program participants set forth above.
3. Provide a total of one hundred ninety-two (192) units of service (provided through ten (10) group sessions) to be allocated by Contractor among eighteen (18) program participants set forth above.

- a) A unit of service is defined as a face-to-face group counseling session, per person.

B. D/MC Outpatient Drug Free (ODF) Services:

Contractor will provide a therapeutic setting for ODF treatment services directed at stabilization and rehabilitation of Medi-Cal beneficiaries with substance abuse impairments. ODF services shall include:

1. Intake, including a complete medical and substance abuse history.
2. Assessment (using the Addiction Severity Index [ASI]), including:
  - a. an assessment of each individual's physical condition shall be made within thirty (30) days of admission and documented in the individual's record in one of the following ways:
    - 1) a physical examination by a physician, registered nurse practitioner or physician's assistant according to procedures prescribed by State law; or
    - 2) upon the review of the medical history and other appropriate material, a determination must be made by a licensed physician if it is determined that a physical examination and laboratory examination is not necessary.
3. Extensive group and individual counseling:
  - a. two (2) individual counseling sessions per month;
  - b. four (4) group sessions per month; and
  - c. individuals shall receive two (2) counseling sessions per thirty (30) day period, or be subject to discharge.
4. Physician direction:
  - a. physician formulation of, approval of, or involvement in each D/MC individual's plan of care within thirty (30) calendar days from the date of initial service; and
  - b. evidence of physician's direction must be documented by the physician's signed and dated approval of treatment plan or signed and dated notation indicating concurrence with the

plan of treatment in the individual's clinical record. This must occur:

- 1) whenever there is a significant change in the treatment plan (i.e. change in mode or modality) of service, problem identification, or focus of treatment; or
- 2) at least once within every ninety (90) days (prior to the start of a new ninety [90] day period), whichever comes first.

5. Urine surveillance:

For those situations where substance abuse screening by urinalysis is deemed appropriate and necessary by the program director or supervising physician, Contractor shall:

- a. establish procedures which protect against the falsification and/or contamination of any urine samples; and
- b. document urinalysis results in the program participant's file.

6. Medication visits:

Medication visits are services of thirty (30) minutes or less provided by staff licensed to prescribe, administer, or dispense medications. These visits shall include evaluation of side effects and/or results of medication. They also must be appropriately documented. Medication visits are exempt from utilization controls in terms of the fifteen (15) visit count in any ninety (90) day period. Medication visits shall be reviewed on a regular basis as part of the Utilization Review. This also applies to instances where the individual provides a urine sample, under surveillance of clinic staff, absent of any other service during the visit.

7. Progress evaluation.

8. Follow-up contacts.

C. D/MC Outpatient Drug Free Rates of Payment:

In full consideration of the ODF services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee:



1. Contractor acknowledges that it is impossible for County to determine the actual costs until an audit of Contractor's records has been completed by federal, state, and/or County auditors, or their designees.

In order to establish interim cash flow, County shall reimburse Contractor for ODF services, during the term of this Agreement, as follows:

<u>Service Function</u>	<u>Unit of Service</u>	<u>Provisional Rate</u>
ODF-Individual sessions	Face-to-Face Contact	Maximum of \$63.90 per person/per session
ODF-Group sessions	Face-to-Face Contact	Maximum of \$30.60 per person/per session

2. The maximum anticipated County obligation for ODF services is SIX THOUSAND TWO HUNDRED FORTY DOLLARS (\$6,240) for the term of the Agreement.

### **III. DRUG/MEDI-CAL DAY CARE HABILITATIVE TREATMENT SERVICES**

Contractor will be Drug/Medi-Cal (D/MC) certified to provide Day Care Habilitative (DCH) services. All participants in the DCH program must be enrolled in the Medi-Cal program. Contractor will comply with all aspects of the most current State Department of Alcohol and Drug Programs (ADP) Drug-Medi-Cal Utilization Control Plan, State of California Standards and Drug Treatment Programs, State Negotiated Net Amount (NNA) contract, and all pertinent state and federal statutes and regulations as they pertain to these services. Contractor will provide the following services:

#### **A. D/MC Day Care Habilitative (DCH) Units of Service:**

Contractor will provide Day Care Habilitative (DCH) outpatient services which are at least three (3) days per week, directed at stabilization and rehabilitation of Medi-Cal beneficiaries with substance abuse impairments.

1. Admit to Contractor's DCH program a minimum of six (6) program participants who meet the eligibility requirements for Drug/Medi-Cal Day Care Habilitative services.
2. Provide a total of one hundred twenty-eight (128) visit days to be allocated by Contractor.
3. A unit of service is defined as a face-to-face visit per person, one visit per day.

**B. D/MC Day Care Habilitative (DCH) Services:**

Contractor will provide Day Care Habilitative (DCH) services at least three (3) days per week. DCH services shall include:

1. Intake, including a complete medical and substance abuse history.
2. Assessment (using the Addiction Severity Index [ASI]), including:
  - a. an assessment of each individual's physical condition shall be made within thirty (30) days of admission and documented in the individual's record in one of the following ways:
    - 1) a physical examination by a physician, registered nurse practitioner or physician's assistant according to procedures prescribed by state law; or
    - 2) upon the review of the medical history and other appropriate material, a determination must be made by a licensed physician if it is determined that a physical examination and laboratory examination is not necessary.
3. Extensive group and individual counseling and other appropriate activities and services will include:
  - a. Nine (9) hours per week of scheduled, formalized services (e.g., a work program, treatment techniques, urine surveillance, creative recreational activities, and ancillary services) shall be available for each program participant.
  - b. All DCH services provided to the individual must occur within the regularly scheduled array of activities. As such, only one (1) unit of service may be claimed per day. Exceptions may include emergency and crisis visits and must be documented as such in the individual's record.
4. Physician direction:
  - a. Physician formulation of, approval of, or involvement in each D/MC individual's plan of care within thirty (30) calendar days from the date of initial service.
  - b. Evidence of physician's direction must be documented by the physician's signed and dated approval of treatment plan or signed and dated notation indicating concurrence with the

plan of treatment in the individual's clinical record. This must occur:

- 1) within fifteen (15) days of the date the plan was developed;
- 2) whenever there is a significant change in the treatment plan (i.e., change in mode or modality) of service, problem identification, or focus of treatment); or
- 3) at least once within every ninety (90) days (prior to the start of a new ninety [90] day period) whichever comes first. When a medication regimen is a part of the treatment plan, such plan must also be approved by the physician.

5. Urine surveillance:

For those situations where substance abuse screening by urinalysis is deemed appropriate and necessary by the program director or supervising physician, Contractor shall:

- a. establish procedures which protect against the falsification and/or contamination of any urine samples; and
- b. document urinalysis results in the program participant's file.

6. Progress notes:

Weekly individual narrative summary notes shall be recorded for each individual. Progress on individual treatment plan problems, goals, objectives and ancillary services shall be included, and client attendance shall be noted.

The beginning and ending time of each program participant's participation shall be clearly recorded. Daily program participant sign-in sheets shall be maintained to track the schedule of services delivered to each participant.

7. Follow-up requirements:

All DCH services are required to develop a follow-up procedure. The Utilization Review Committee (URC) should assure itself that an adequate follow-up procedure has been established for the program participants of a particular program. Whenever individuals discontinue treatment for any reason, a follow-up procedure should go into effect.

C. D/MC Day Care Habilitative Rates of Payment:

In full consideration of the DCH services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee:

1. Contractor acknowledges that it is impossible for County to determine the actual costs until an audit of Contractor's records has been completed by federal, state, and/or County auditors, or their designees.

In order to establish interim cash flow, County shall reimburse Contractor for DCH services, during the term of this Agreement as follows:

<u>Service Function</u>	<u>Unit of Service</u>	<u>Provisional Rate</u>
DCH-visit day	Face-to-Face Contact	Maximum of \$67.93 per person/per day

2. The maximum anticipated County obligation for DCH services is EIGHT THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$8,704) for the term of the agreement.

IV. DRUG/MEDI-CAL (D/MC) FISCAL PROCEDURES

- A. Contractor shall assume all liability for any Drug/Medi-Cal disallowances and agrees to reimburse County for all claims so refused for reimbursement.
- B. The actual net reimbursement cost will be subject to the maximum allowable cost per unit (CPU) limitations existing at time of service delivery. The maximum CPU rate is established by the State Department of Alcohol and Drug Programs (ADP) and the County Alcohol and Drug Services, and is subject to revision by the State of California. Should the state CPU maximum be revised, Contractor agrees to amend the program budget to fall within the guidelines of the most currently applicable CPU maximum.

Should Contractor's actual CPU exceed the state's maximum CPU, then Contractor's reimbursement cost will be reduced to the reimbursable limits mandated by the state.

1. Contractor shall submit quarterly actual cost reports to the County Alcohol and Drug Services on or before the tenth (10) calendar day following the close of the second and third quarters of the contract term. Net reimbursable costs will be determined from the actual cost reports.

- a. Should actual unit costs exceed the provisional rate, the units may be adjusted downward.
  - b. Should actual unit costs fall below the provisional rate, the units may be adjusted upward.
  - c. Payment rates will be modified in the fourth quarter based on the third quarter cost report.
  - d. Net reimbursement for the entire fiscal year will be reconciled upon receipt of the third quarter cost report and based upon information presented in the third quarter cost report.
2. After audits by federal, state, and/or County auditors, or their designees, County shall reimburse Contractor the net reimbursable cost in accordance with the terms and conditions set forth herein. Should interim payments per the provisional rate exceed net reimbursable cost to Contractor of providing these services, Contractor agrees to refund said excess to County. Should payment per the provisional rate be less than net reimbursable cost to Contractor of providing these services, County agrees to pay Contractor for such additional cost. However, the total payment to Contractor for providing these services shall not, in any event, exceed the maximum contract obligation stated in Sections III and IV hereinabove.
3. Should the state or any other funding agency refuse to reimburse County or disallow past payments made to County for any claim submitted by Contractor, Contractor agrees to reimburse County for all claims so refused for reimbursement.

Contractor shall retain the right to object to any denials or limitations of reimbursement by reason of audit or otherwise and to advance its position with respect to any such denials by legal or other means.
4. County may, at its sole option, retain the right to retain ten percent (10%) of the contracted General Fund allocation to cover any future disallowances.

5. Should Contractor's actual unit costs exceed the provisional reimbursement rate established here, Contractor may request that the provisional reimbursement rate be increased. County is not obligated to consider Contractor's request unless the following conditions are met:
  - a. Contractor's written request is received prior to April 30, 2003 for fiscal year 2002/03, and is certain as to the amount(s) involved; and
  - b. Contractor's written request includes a line item cost report for July 1, 2002 through March 31, 2003 for fiscal year 2002/03, or the close date of the most recently completed fiscal quarter; and
  - c. any such increase, however, cannot cause the total payment to Contractor to exceed the maximum contract obligation as stated in Sections III and IV, hereinabove.
6. Should Contractor not utilize the maximum amount of County/Drug/Medi-Cal funds identified in the program budget, Contractor may request that it receive the County funds portion of same as determined by the State.

County is not obligated to consider Contractor's request unless the following conditions are met::

7. Contractor understands and agrees that services are to be provided for the entire term services are to be provided under this Agreement. Cessation of performance due to depletion of funds shall not, however, constitute a termination of this Agreement. If, for any reason, Contractor exhausts the amount stated herein as the maximum financial obligation of the County, Contractor shall advise the Alcohol and Drug Services Administrator, in writing.
8. Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the approved program budget during the term of the contract less applicable revenues collected for all other payers. Actual net allowable costs will be determined by the final/year-end Cost Report.
9. Drug/Medi-Cal revenue cannot be transferred to cover the cost of non-Drug/Medi-Cal reimbursement programs.

10. The maximum contract amount may be increased or decreased by an amendment to the Agreement to adjust that amount to provide sufficient funds for any actual increase in provider services or to reflect a reduction in state funds.

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**EXHIBIT B (Flat Rate Agreement)**  
**County Funded Alcohol and Drug Treatment Services and Payments**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following County funded alcohol and drug treatment services at a mutually agreed upon location(s) in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide alcohol and drug treatment services that are culturally and language appropriate to the population identified in Contractor's County funded alcohol and drug treatment services proposal. Contractor will give priority for admission to San Mateo County residents. Contractor will provide the following the following services to individuals, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

**I. COUNTY FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

- A. County Funded Adult Residential Alcohol and Drug Treatment Units of Service:  
Admit to Contractor's adult residential alcohol and drug treatment program a minimum of eight (8) program participants who meet the population criteria identified in Contractor's County funded alcohol and drug treatment proposal. Provide a total of two thousand nine hundred twenty (2,920) days of adult residential alcohol and drug treatment services to be allocated by Contractor.
- B. County Funded Adult Residential Alcohol and Drug Treatment Services:  
Contractor's basic adult alcohol and drug treatment program will include:
1. Intake, assessment (using the Addiction Severity Index, [ASI]), recovery planning, individual and group counseling, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
  2. Make available ancillary support services including: HIV/AIDS testing and education, literacy assessment and training, and basic education assessment and instruction.
  3. Develop an aftercare plan with each program participant prior to participant's completion of program. Plan will include: support for continued recovery, relapse prevention, education, and continuing linkages with community services.



4. Make accessible twelve-step groups including Alcoholics Anonymous (AA), and Narcotics Anonymous (NA).
5. Contractor will provide, and document, a health screening for each program participant within seventy-two (72) hours of admission into Contractor's treatment program.
6. Provide or facilitate at least one alcohol and drug free socialization activity for participants.
7. Contractor will provide an education and vocational skills assessment and a plan addressing needs developed for each program participant by the second week of admission into Contractor's program.
8. Program participants will begin participating in ongoing treatment services by the second week after admission into Contractor's program.
9. Fifty percent (50%) of program participant's families will be involved in family counseling services offered through Contractor's program.
10. Eighty percent (80%) of program participants reporting domestic violence as an issue will be involved in Contractor's domestic violence treatment program.

C. County Funded Adult Residential Alcohol and Drug Treatment Rates of Payment:

Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of the County funded adult residential alcohol and drug treatment services provided by Contractor County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee:

1. County shall pay Contractor NINE THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS AND NINETY-TWO CENTS (\$9,673.92) per month, not to exceed a maximum contract obligation of ONE HUNDRED SIXTEEN THOUSAND EIGHTY-SEVEN DOLLARS (\$116,087) for the term of the Agreement.
2. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$116,087 divided by 2,920 = \$39.75 per bed day).

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

**I. Contractor's Responsibilities**

Engage in activities and supply information required to implement the County's Outcome Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- C. conduct review of performance and outcome information.

## 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.

Orville L. Rosche

Name of 504 Person - Type or Print

Daytop Village - California 631 Woodside Rd  
Name of Contractor(s) - Type or Print Street Address or P.O. Box

Redwood City CA 94061  
City State Zip Code

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

1/17/03  
Date

Joseph J. Brennan Vice President  
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."

ATTACHMENT 2

FINGERPRINTING COMPLIANCE

Agreement with  
DAYTOP VILLAGE, INC.  
Name of Contractor

For

Alcohol and Drug Treatment Services  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor 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 such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

Vice President  
Title

1/17/03  
Date

Revised 7/26/02

attach2.doc

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors' basic alcohol and drug treatment program(s):
- A. Contractor's program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - B. Contractor's 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 Administrator. Seventy-five percent (75%) of Contractor's staff will receive this training.
  - C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
  - D. 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 with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
  - E. Contractor will coordinate with the Alcohol and Drug Services Administrator, 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 (Flat Rate Agreement)**

### **Payment Procedures**

#### **DAYTOP VILLAGE, INC.**

**July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibit(s) to the Agreement, the County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the contracted number of units set forth in the Exhibit.
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six (6) months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will pay Contractor the total contract amount in 12 equal monthly payments. (With the exception of payments for services outlined in Sections III and IV in Exhibit A for Drug/Medi-Cal services, those payments will be made on a fee-for-service basis as stated in Exhibit A).

- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.
- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002 County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.
- e. Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.
- f. However, if, based on Contractor's performance, the County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this Agreement, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.
- g. Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.

**5. Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year-end settlement and reconciliation will take place as follows:



- a. The County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor's performance by modality for the year is at or above 90% of the contracted service levels set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount of Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor's performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or Contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

7. **Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports as appropriate by program modality;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**8. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**9. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.

- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**10. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

**11. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 5 (Flat Rate Agreement)**

**Monitoring Procedures**

**DAYTOP VILLAGE, INC.**

**July 1, 2002 through June 30, 2003**

**I. Contractor's Responsibilities**

**A. Reporting Requirements for Alcohol and Drug Treatment Services.**

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits. Submit report within ten (10) calendar days after the end of each month.
2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator or her designee.

**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:
1. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. quarterly Expenses, Revenues and Units of Service reports;
  4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. Review all pertinent participant records.
  2. Conduct 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 the Exhibits.
    - 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) at least once 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 delivery, 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 and/or PADS forms to the State of California.

Attachment 5 flat rate treatment.doc

**ATTACHMENT 6 (Flat Rate Agreement)**  
**Program Specific Requirements**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider meetings;
  - 2. other 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 Paragraph 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. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

**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. re-determination of fee every twelve (12) months (except for residential treatment);
  - 5. medical history;
  - 6. social history;
  - 7. alcohol and drug history;
  - 8. presenting problem;

9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  13. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed via an ASI within thirty (30) days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendum thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Program Administrator, or her designee.
  - C. Make efforts to diversify program revenue sources.
  - D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractors alcohol and drug treatment program(s).
  - E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
  - F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

### **III. PROGRAM CERTIFICATION**

In performing the services described in the Exhibits, 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; and
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) persons with a co-occurring disorder; and
    - 9) diverse cultures.
2. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to diverse populations.
3. Assure that Contractor's program staff receive training that addresses the prevention and treatment issues and approaches relevant to the special and/or underserved populations designated in Paragraph B.1.c. above.

- C. Program participants who fall into the following categories will be considered to have a co-occurring disorder. Contractor will abide by the following definitions and protocol for such individuals:
1. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.
    - b. Category II - complex mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.
    - c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s).

Almost all of the individuals will be on medications.

Note: Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a co-occurring disorder for the purposes of this protocol.

**D. 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 Administrator, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

**E. 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 Contractors 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.

**F. Governance and Operational Requirements:**

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount (NNA) and Drug Medi-Cal Contract 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 programs 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 programs 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 state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.

- 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 Administrator).
  - 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.

G. 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 Administrator, 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.
5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will

describe intention to withhold payment with justification in writing to Contractor.

**IV. FISCAL CERTIFICATIONS**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any county agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph V.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.

- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two (2) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of the Human Services Agency or her designee.
1. County has the option to retain ownership of capital equipment purchased with contract funds.



F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561, of the California Code of Regulations, and 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 Administrator, within seven (7) 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.

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor:

Daytop Village - California

Contact Person:

Orville L. Roacher

Address:

631 Woodside Rd

Redwood City, CA 94061

Phone Number:

650-364-7988

Fax Number:

650-364-7987

**II. Employees**

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☒ Yes ☐ No

\* If the answer to one or both of the above is no, please skip to Section IV.\*

**III. Equal Benefits Compliance (Check one)**

☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.

☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.

☐ No, the Contractor does not comply.

☐ The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

**IV. Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Joseph H. Hennen  
Signature

Joseph H. Hennen  
Name (Please print)

Vice President  
Title

1/17/03  
Date

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:

A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.

B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:

A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
7. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

**ATTACHMENT 9**  
**Drug/Medi-Cal Appeal Process**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

Contractor may seek assistance from the State in the event of a dispute over the terms and conditions of the County/Subcontractor contract in accordance with the Appeal Processes contained in this Attachment.

**I. FINANCIAL AUDIT APPEALS**

The Department of Alcohol and Drug Programs (ADP) will contract with either the Department of General Services, Office of Administrative Hearing (OAH) or the Department of Health Services (DHS) for an administrative hearing process. Either agency's process is used only for appeals of financial disallowances of alcohol and/or drug program audits.

For either process, the following steps will be necessary to initiate an audit appeal:

- A. The Contractor shall prepare and submit a written statement, a Notice of Defense (statement of disputed issues), to ADP specifying any objections to the financial findings.
  1. The Notice must be mailed to ADP within sixty (60) calendar days from receipt of the Audit Report to:

Audit Appeals Coordinator  
Department of Alcohol and Drug Programs  
1700 K Street  
Sacramento CA 95814
  2. The Notice must include the signature and mailing address of an individual with the authority to represent the Contractor.
  3. ADP will notify the Contractor regarding further arrangements after receipt of the Notice of Defense.

**II. ADMINISTRATIVE APPEALS**

If the Contractor wishes to appeal ADP or Department of Health Services (DHS) dispositions concerning recoupment of specific Medi-Cal claims, the procedures included in California Code of Regulations (CCR) Title 22 Section 51015 must be followed. This section applies to Drug/Medi-Cal (D/MC) claims processing. The Contractor may also appeal disapprovals by ADP for (re)certification requests as indicated in Section IV of this Attachment.

A. The following process will apply to first-level grievances/complaints:

1. The Contractor shall initiate the action by submitting the grievance or complaint in writing to ADP.
  - a. The grievance or complaint shall be submitted in the form of a letter on the official stationary of the Contractor and signed by an authorized representative of the Contractor.
  - b. The document shall state that it is being submitted in accordance with CCR Title 22 Section 51015.
  - c. The document shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claims.
2. The appeal shall be submitted to ADP within ninety (90) calendar days from the date the Contractor receives written notification of the decision to disallow claims.
  - a. Grievances or complaints shall be directed to:  
Deputy Director  
Program Operations Division  
Department of Alcohol and Drug Programs  
1700 K Street  
Sacramento, CA 95814
3. ADP shall acknowledge the grievance or complaint within fifteen (15) calendar days of its receipt.
4. ADP shall act on the appeal and inform the Contractor of ADP's decision, and the basis therefore, within fifteen (15) calendar days after ADP's notice of acknowledgment.
  - a. ADP shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor shall be notified if ADP extends the response time limit.

B. The Contractor may initiate a second-level grievance/complaint for claims processing only. The grievance or complaint shall be directed to DHS. The second-level process may be pursued only after complying with the first-level grievance or complaint process and only under the following circumstances:

1. ADP failed to acknowledge the grievance/complaint within fifteen (15) days of its receipt.
2. The Contractor is dissatisfied with the action taken by ADP where the conclusion is based on ADP's own evaluation of the merits of the grievance or complaint.
3. The second-level appeal is submitted to DHS within thirty (30) calendar days from the date ADP failed to acknowledge the first-level appeal or from the date of the first-level appeal decision by ADP.

C. The following process will apply to second-level grievances or complaints:

1. The Contractor shall refer the grievance or complaint to DHS to the attention of:  
Chief  
Field Services Branch  
Department of Health Services  
714 P Street, Room 1516  
Sacramento CA 95814
2. The following information shall be submitted:
  - a. a copy of the original written grievance/complaint that was sent to ADP;
  - b. a copy of ADP's report to which the grievance or complaint applies; and
  - c. a copy of ADP's response, specific finding(s), and conclusion(s) regarding the grievance or complaint with which the Contractor is dissatisfied.
3. DHS shall review the written documents submitted in the grievance or complaint and send a written report of its conclusions and reasons to the Contractor and ADP within sixty (60) days of receipt of the referral. DHS may request additional information and/or hold an informal meeting with the involved parties before rendering a decision.
  - a. DHS shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor and ADP will be notified if DHS extends the response time limit.



### **III. CLIENT RIGHT TO ADMINISTRATIVE DUE PROCESS**

Each Medi-Cal beneficiary has the right to an administrative hearing regarding any action taken to deny, terminate, or reduce a beneficiary's receipt of D/MC benefits under CCR Title 22 and methadone treatment services under CCR Title 9. Procedures outlined in CCR Title 22 Sections 50951, 50953, and 51014.1; Welfare and Institutions Code Sections 10950 through 10965; and the Department of Social Services (DSS) Manual of Policy and Procedures, Chapter 22 will be followed by the Contractor, the Utilization Review Committee (URC) and the beneficiary for D/MC benefits.

If an administrative hearing is requested, an explanation of the circumstances under which the D/MC service and payment shall be continued must be explained to the beneficiary. These steps must be followed in preparation for a hearing:

- A. The Contractor must inform the beneficiary in writing at least ten (10) days before the effective date of the intended action to terminate or reduce services under D/MC. The notice to the beneficiary shall include:
  - 1. a statement of the action the Contractor intends to take;
  - 2. the reason for the intended action;
  - 3. citation of the specific regulation(s) supporting the intended action(s);
  - 4. an explanation of the beneficiary's right to request an administrative hearing due to the Contractor's decision; and
  - 5. an explanation of the procedure for the beneficiary to request a hearing. The beneficiary must submit the request to:

Administrative Adjudications Division  
Department of Social Services  
744 P Street, Room MS 19-37  
Sacramento, CA 95814

- B. The Contractor must submit the details of the intended action to the URC.
- C. Upon notification that a beneficiary has filed for an administrative hearing, the URC shall write a position paper to the Office of the Chief Referee at DSS. The position paper must summarize the facts of the case and set forth the regulatory justification for the action.

1. The URC does not have the authority to terminate D/MC payment for services because of client violation of CCR Title 9 requirements. If the beneficiary does not comply with program rules and requirements according to Title 9, the Contractor may terminate services and the beneficiary would have the right to a fair hearing under Title 9 procedures.
- D. The findings and decision of the DSS hearing officer shall be submitted to the Director, DHS, for review in accordance with Title 22 Section 50953(a). As part of its review, DHS shall seek input from ADP; however, DHS retains sole authority for decision-making regarding Medi-Cal issues.

**IV. PROVIDER PARTICIPATION, CERTIFICATION, AND RECERTIFICATION APPEALS**

The appeals procedures regarding D/MC provider participation, certification, and re-certification are as follows:

**A. First-Level Appeals**

1. A provider may appeal a certification evaluator's decision by submitting a request in writing to ADP Licensing and Certification Branch, with specific reasons for the request.
2. The request for a first-level appeal will be submitted to ADP within thirty (30) calendar days from the date the provider and/or county receives written notification of the ADP decision to deny the provider's certification.
3. ADP will acknowledge the written request within fifteen (15) calendar days of its receipt.
4. ADP will act on the appeal and inform the provider and/or county of ADP's decision and the basis therefor within fifteen (15) calendar days after ADP's acknowledgment notification.
5. ADP will have the option of extending the decision response time if additional information is required from the provider and/or county. The provider and/or county will be notified if ADP extends the response time limit.
6. The request for an appeal will be submitted in the form of a letter signed by an appropriate representative of the provider and/or county.

- a. Requests for appeal should be directed to the:

Manager, Licensing and Certification Branch  
Quality Assurance Division  
Department of Alcohol and Drug Programs  
1700 K Street  
Sacramento, CA 95814

B. Second-Level Appeals:

1. provider and/or county may make a request for a second-level appeal to the ADP Quality Assurance Division Deputy Director only after complying with first-level appeal procedures and only in the following circumstances:
  - a. ADP has failed to acknowledge a request for a first-level appeal within fifteen (15) days of its receipt; or
  - b. the provider and/or county is dissatisfied with the action taken by ADP Licensing and Certification Branch where the conclusion is based on its own evaluation of the merits of the requests.
2. A request for second-level appeal will be submitted to ADP within thirty (30) calendar days from the date ADP failed to acknowledge the first-level appeal decision.
3. In making a request for a second-level appeal, the provider and/or county will include a copy of the original written request sent to ADP, a copy of ADP's report of such request, and the specific finding(s) or conclusion(s) of ADP with which the provider is dissatisfied.
4. The Deputy Director for the ADP Quality Assurance Division will review the written documents submitted in the request, may ask for additional information, may hold an informal meeting with involved parties, and will send a written report of its conclusions and reasons to the provider and/or county within sixty (60) days of receipt of the referral. ADP will have the option of extending the decision response time if additional information is required from the provider and/or county. The provider and/or county will be notified if ADP extends the response time limit.
5. All requests for second-level appeals made in accordance with this paragraph will be directed to:

Deputy Director  
Quality Assurance Division  
Department of Alcohol and Drug Programs  
1700 K Street  
Sacramento, CA 95814

6. These appeal procedures should only be used after direct communications with the program analyst assigned to the area or inquiries submitted to ADP through normal channels have not resulted in a satisfactory resolution of the case.

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**ATTACHMENT 10**  
**County-owned Facility Use Requirements**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

Contractor will provide adult residential alcohol and drug treatment services as described in Exhibit A at a county-owned facility located at 2560 Pulgas Avenue in East Palo Alto (hereinafter referred to as "premises"). County and Contractor agree that this Agreement is an operating agreement and not a lease agreement and that no landlord-tenant relationship is being created by this Agreement.

A. Fire Legal Coverage:

In addition to the insurance requirements listed in Paragraph 6 of the body of this Agreement, Contractor shall obtain, at its sole expense, and furnish evidence to County prior to execution of this Agreement by County, Fire Liability insurance covering damage to the improvements at the premises in the amount of not less than FIFTY THOUSAND DOLLARS (\$50,000). Water damage and debris clean-up provisions shall be included. Said coverage shall be kept in force during the term of this Agreement and any extension hereof. The proceeds from said policy shall be used by Contractor for the restoration of the improvements at the premises. County may choose not to keep the premises insured against fire or any other insurable risk, and Contractor waives any claims for damages against County for any damage resulting to the premises or to the personal property of Contractor at the premises in the event of loss from fire or other causes.

B. Use Charges:

County shall charge Contractor a base of TWO THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS AND FORTY-TWO CENTS (\$2,251.42) per month for use of the premises. Said charges shall be automatically deducted from Contractor's monthly payments provided under Exhibit A, Section I.C. of this Agreement. This base charge shall be adjusted annually to reflect the proposed maintenance and operating costs of the premises to County.

C. Waste:

Contractor shall not commit or suffer to be committed any waste upon the premises nor create any public nuisance at the premises, and Contractor shall at the termination of this Agreement surrender the premises to County in the same condition it was received, normal wear and tear excepted.

D. Assignment:

Contractor shall not assign its right to use of the premises.

E. Additions or Alterations:

1. Contractor agrees not to make any additions or alterations to the premises without first consulting County and obtaining County's written consent.
2. Upon expiration or termination of this Agreement, County may require Contractor, at its expense, to remove any additions or alterations it makes to the premises and request Contractor to restore the premises to the condition it was in at the time of taking possession, normal wear and tear excepted.

F. Utilities

Contractor shall pay for all gas, heat, light, water, power and other utilities needed at the premises, and shall pay for any telephone service supplied to the premises.

G. Repairs and Maintenance:

1. Contractor shall keep in good order, condition and repair:
  - a) structural parts;
  - b) exterior foundations;
  - c) exterior walls;
  - d) down spouts and gutters;
  - e) roof;
  - f) exterior stairways;
  - g) heating units including water heaters and any other major component of the building equipment and utility systems that become inoperative at the premises;
  - h) major parts of the utility system including the main sewer line to its connection with the building;
  - i) electrical service to the building including the main panel, provided, however, that County shall not be responsible for any repairs, maintenance or component replacement made necessary by reason of negligent act or omission of Contractor, its employees, agents, invitee, clients, licensees or contractors, or made necessary by any maintenance, alteration, addition, change or improvement made under Contractor's supervision.
2. Contractor shall be responsible for regular maintenance and care of all landscaping at the premises, including cutting, pruning, fertilizing, mowing, and trimming the lawns and watering as needed.

3. Contractor, at its sole expense, shall keep and maintain the premises, except as provided above, in as good an order, condition, and repair as existed as of the effective date of this Agreement, normal wear and tear excepted.
4. Contractor shall make all arrangements for and pay for all janitorial services required to maintain the premises in a clean, orderly condition at all times during the term of this Agreement.

H. Taxes:

With the exception of those taxes specified in Section I below, County shall pay all federal, state, county, and municipal taxes levied upon the land and improvements at the premises throughout the term of this Agreement except for Possessory Interest Taxes as provided for in Section I below. Contractor shall pay any taxes on its own personal property at the premises.

I. Possessory Interest Taxes:

Contractor recognizes and understands in signing this Agreement that its interest in the premises created herein may be subject to a "possessory interest tax" that the County Assessor may impose on such interest, and that such tax liability shall not reduce any charges due County, and any such tax shall be the liability of and be paid solely by Contractor. Contractor agrees to pay promptly, when due, any possessory interest taxes imposed on its interest in the premises. Such tax will be an allowed cost in Contractor's program budget.

J. Waiver:

The waiver, by either party hereto, or any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach thereof. The subsequent acceptance of payment or charges or automatic deduction of charges from Contractor's payment due under Exhibit A shall be deemed to be a waiver of any preceding breach by either party of any term, covenant, or condition of this Agreement.

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: August 6, 2002

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: Daytop Village, Inc.

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

Provide residential alcohol and drug treatment services to adults and adolescents.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>  X  </u> Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:

Priscilla Morse  
Risk Management

Insurance Request Form.doc



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/22/2007

PRODUCER (408)985-7171 FAX (408)241-5669  
Stateco Insurance Services  
350 S. Saratoga Avenue  
San Jose, CA 95129

INSURED Inc., Daytop Village  
54 West 40th Street  
6th Floor  
New York, NY 10018-0000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURER A: Westport Insurance Corporation  
INSURER E: State Comp Insurance Fund  
INSURER C: National Union  
INSURER D: Interstate Fire & Casualty  
INSURER E: Scottsdale Insurance Company

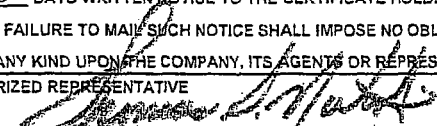
## COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TC32592601	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Abuse/Molestation				GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	TC32592601	07/01/2002	07/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
<input checked="" type="checkbox"/> Comp \$500 Deduct					
<input checked="" type="checkbox"/> Collision \$500 Ded					
A	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				Excess Umbrella \$ 10,000,000
					Excess Umbrella \$ 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	STATE COMPENSATION INSURANCE FUND	Various	Various	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 100,000
A	OTHER Blanket Real Property & Pers.Prop/Equipment	TC32592601 EARTHQUAKE #FD273371 4688990	07/01/2002	07/01/2003	Blanket Limit: \$84,258,637
			07/16/2002	07/16/2003	Blanket Limit: \$1,570,300
			07/01/2002	07/01/2003	Fiduciary Limit: \$3,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Medical and Health Research Association of New York City, Inc., (MHRA) and the New York City Dept of Health (NYCDOH) are named as Additional Insureds on General Liability, Professional Liability, and Auto Liability and Loss Payee with respects to the Fidelity Bond Limit of \$500,000 Under Policy # TC32592601

Ten (10) Days Notice of Cancellation for Non-Payment of Premium

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
<p>County of San Mateo Alcohol &amp; Drug Services 400 Harbor Blvd. Belmont, CA 94002</p>		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> 

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.