

**FIRST AMENDMENT TO THE FLAT RATE AGREEMENT WITH
DAYTOP VILLAGE, INC.
FOR ALCOHOL AND DRUG 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, on March 4, 2003, the parties hereto entered into a flat rate Agreement for the furnishing of certain services by Contractor to County as set forth in that Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

Change # 1: Section 1 of the body of the Agreement is amended to read as follows:

- Exhibit A (Revision 1):** State Negotiated Net Amount (NNA) and and Drug/Medi-Cal Funded Alcohol and Drug Treatment 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 (OMB) and Budgeting Responsibilities

CHANGE #2: Delete Section 3.A. from the body of the Agreement and insert revised Section 3.A to read as follows:

1. **SEVEN HUNDRED SEVENTY THOUSAND FOUR HUNDRED FORTY-SEVEN DOLLARS (\$770,447)** for the contract term.

CHANGE #3: Delete Exhibit A and insert revised Exhibit A (Revision 1) attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of March 4, 2003, be amended as set forth herein.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including

references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.

4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

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

By: Orville L. Roache, Executive Director
Name, Title - please print


Signature

Date: 4/29/03

EXHIBIT A (Revision 1 Flat Rate Agreement)
State Negotiated Net Amount (NNA) Funded
Alcohol and Drug Treatment Services and Payments
DAYTOP VILLAGE, INC.
July 1, 2003 through June 30, 2004

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. **Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.**

I. NNA FUNDED ADULT RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. NNA Adult Residential Alcohol and Drug Treatment Services: 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]), **individual treatment planning (in conjunction with program participant)**, 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 Services:**
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 (\$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. NNA FUNDED ADOLESCENT RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor shall provide NNA adolescent residential alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services. Priority admission shall be given to San Mateo County residents as a condition of this Agreement. Contractor shall provide the following services:

A. NNA Level 11 Adolescent Residential Alcohol and Drug Treatment Units of Service:

1. **Contractor will provide a total of one thousand six hundred fifty-seven (1,657) days of adolescent residential alcohol and drug treatment services to be allocated by Contractor. Services will be provided as follows:**
 - a. **For the period of July 1, 2002 through December 31, 2002 Contractor will provide a total of nine hundred thirty-seven (937) days of adolescent residential alcohol and drug treatment services to a total of five (5) program participants.**

- b. For the period of January 1, 2003 through June 30, 2003 Contractor will provide a total of seven hundred twenty (720) days of adolescent residential alcohol and drug treatment services to a total of four (4) program participants.

B. Services:

Contractor's basic level 11 adolescent residential alcohol and drug treatment services will include:

- 1. Intake, assessment (using the Addiction Severity Index [ASI], individual treatment planning (in conjunction with program participants, recovery planning, individual and group counseling, case management, and follow-up at 3 months and 9 months after intake for each program participant.
- 2. Provide one thousand one hundred sixty-five (1,165) hours of NNA adolescent nonresidential family counseling and after care services to be allocated by Contractor. Of the one thousand one hundred sixty-five (1,165) hours of NNA adolescent nonresidential alcohol and drug treatment services:
 - a. Provide five hundred eighty-three (583) hours of NNA nonresidential alcohol treatment services as follows:
 - 1) Provide four hundred ninety-seven (497) hours of family counseling for families of program participants; and
 - 2) Provide eighty-six (86) hours of aftercare counseling for program graduates and their families.
 - b. Provide fifty hundred eighty-two (582) hours of NNA nonresidential drug treatment services as follows:
 - 1) Provide four hundred ninety-seven (497) hours of family counseling for families of program participants; and
 - 2) Provide eighty-five (85) hours of aftercare counseling for program graduates and their families.

C. NNA Adolescent Residential Alcohol and Drug Treatment Rates of Payment:

In full consideration of the NNA funded adolescent residential alcohol and drug treatment services provided to adolescents referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED EIGHTY-NINE THOUSAND NINETY-SEVEN DOLLARS (\$289,097). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- 1. County payment to Contractor will be made at the following rates:**
 - a. \$174.47 per bed day for level 11 adolescent residential alcohol and drug treatment services.**
 - b. The unit rate for residential services (1 unit = 1 bed day) is defined as twenty-four hours of residential services including food, shelter, and other basic needs.**
 - c. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these NNA adolescent residential alcohol and drug treatment services**
 - d. Contractor's monthly itemized bill will include the following:**
 - 1. Name of program participant receiving NNA funded adolescent residential treatment services.**
 - 2. Dates services were provided, the number of bed days provided for adolescent residential services, broken down by program participant.**
 - 3. Total amount of the bill for each month.**
 - 4. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.**

III. 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.

IV. 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. Drug/Medi-Cal Day Care Habilitative (DCH) Outpatient Services:
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 **four hundred forty-eight (448) 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 Services and Method 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 **THIRTY-THOUSAND FOUR HUNDRED THIRTY-THREE DOLLARS (\$30,433)** for the term of the agreement.

V. 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, 2004 for fiscal year 2003/04, and is certain as to the amount(s) involved; and
- b. Contractor's written request includes a line item cost report for July 1, 2003 through March 31, 2004 for fiscal year 2003/04, 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.

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

- a. 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.

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>X</u> Additional Insured | <u>\$3M</u> | <u>✓</u> | <u>_____</u> | <u>_____</u> |
| 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> </u> No employees | <u>Statutory</u> | <u>✓</u> | <u>_____</u> | <u>_____</u> |

Remarks/Comments:

Signature:

Priscilla Morse

Risk Management

Insurance Request Form.doc

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/22/2002

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

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

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

INSURER A: Westport Insurance Corporation
 INSURER B: 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. ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN. 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: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JEC <input type="checkbox"/> LOC | | | | PRODUCTS - COM/PROP AGG \$ 2,000,000 |
| 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 | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | OTHER THAN EA ACC \$ |
| <input checked="" type="checkbox"/> Comp \$500 Deduct | AGG \$ | | | | |
| <input checked="" type="checkbox"/> Collision \$500 Ded | | | | | |
| A | GARAGE LIABILITY | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | AGGREGATE \$ 1,000,000 |
| A | EXCESS LIABILITY | | | | Excess Umbrella \$ 10,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | Excess Umbrella \$ 20,000,000 |
| | <input type="checkbox"/> DEDUCTIBLE | | | | |
| <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | |
| 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 | TC32592601 | 07/01/2002 | 07/01/2003 | Blanket Limit: \$84,258,637 |
| | Blanket Real Property & Pers.Prop/Equipment | EARTHQUAKE #FD273371 | 07/16/2002 | 07/16/2003 | Blanket Limit: \$1,570,300 |
| | | 4688990 | 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

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

County of San Mateo
 Alcohol & Drug Services
 400 Harbor Blvd.
 Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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.

AUTHORIZED REPRESENTATIVE

