

## **EXHIBIT-A**

### **To Agreement by and between**

**County of Monterey Health Department, hereinafter referred to as “County”**

**AND**

**Access Support Network, hereinafter referred to as “CONTRACTOR”**

### **Scope of Services / Payment Provisions**

#### **A. SCOPE OF SERVICES**

A.1. CONTRACTOR shall provide the full range of Syringe Exchange Program (SEP) services, including exchanging of clean needles and syringes, to clients residing in Monterey County who are eighteen (18) years of age or older. Such SEP services shall include verification of a person’s eligibility to receive SEP services, completion of enrollment forms for new clients or encounter forms for returning clients, and/or referring persons/clients to other SEP client related non-medical case management services. CONTRACTOR agrees to absolutely not provide syringes (or any drug paraphernalia) to persons known to be under eighteen (18) years of age who are not emancipated minors, to persons not enrolled in the SEP, or to individuals who reside outside of Monterey County under the terms of this Agreement.

A.2. CONTRACTOR shall ensure all client non-medical case management service referrals are made in accordance with the CONTRACTOR’s written protocol (Linkage to Care Plan) as approved by County at time of CONTRACTOR’s certification by County. Referrals shall either be made to CONTRACTOR programs or to other agency programs that can provide clients services including but not limited to: 1) drug treatment, including detoxification, medically assisted therapy, and residential services, 2) health care, 3) HIV counseling and testing, 4) sexually transmitted infection (STI) testing and treatment, 5) Hepatitis C virus counseling and testing, 6) food assistance, 7) housing services, and 8) Medi-Cal enrollment assistance. CONTRACTOR shall at minimum provide a client being referred to a provider/service agency with information which includes, but shall not be limited to, the agency’s name, location (i.e., street address, city, state, ZIP code, telephone number, and contact person’s name), type of service provided, and hours of operation.

A.2.1. CONTRACTOR shall have the ability to perform warm handoff services to referral agencies. The process for warm handoffs must be outlined in CONTRACTOR’s Linkage to Care Plan.

A.2.2 CONTRACTOR Linkage to Care Plan shall describe strategies used by CONTRACTOR to link individuals who receive an HIV diagnosis to care within 30 days of diagnosis, in accordance with CDC guidance and definitions, as part of the HIV Care Continuum.

A.3. CONTRACTOR agrees to only provide County-certified SEP services at locations approved by County at the time of CONTRACTOR's certification as a County certified SEP service provider. CONTRACTOR agrees to provide County with a written, annual schedule of exchange locations, dates, and times of SEP services. CONTRACTOR shall notify the County, in writing, of any changes made in CONTRACTOR's location and/or selected site category, as well as changes in the dates and times of SEP services, at least ten (10) calendar days prior to the effective day thereof. CONTRACTOR further agrees to be re-certified as a County SEP if such change in CONTRACTOR's location, site category, dates, and/or times of services is determined by County to require such re-certification.

A.4. CONTRACTOR shall, at all times, provide clean needles and syringes to clients in a one-for-one (1:1) exchange ratio (e.g., one used syringe exchanged for only one clean syringe).

A.5. CONTRACTOR agrees not to provide, facilitate, or promote secondary syringe exchange practices. Secondary exchange refers to any formal or informal practice through which syringe exchange participants or non-CONTRACTOR staff redistribute sterile syringes to peers within their social and drug-using networks.

A.6. CONTRACTOR staff are defined as CONTRACTOR's staff, employees, volunteers, interns, and related persons providing SEP services to clients.

A.7. CONTRACTOR shall, at all times, have an adequate supply of new syringes, needles, sharps containers, and related supplies (e.g., alcohol wipes, bandages, cotton balls/gauze pads, and sterile water) needed to properly provide SEP services for a period of no less than sixty (60) calendar days for County-approved sites. Such new syringes, sharps containers, and related supplies, shall always be transported and stored in clean and dry places and within storage containers to prevent contamination of any kind.

A.8. CONTRACTOR shall ensure that new syringes exchanged in a one-for-one ratio and sharps containers with collected used syringes are handled in a secure manner while on site, in transportation, or in storage. CONTRACTOR will ensure that access to locked containers while on site or in transportation and that access to locked storage areas is limited to only those designated CONTRACTOR staff authorized to directly issue and handle syringes and supplies.

A.9. CONTRACTOR shall ensure that all collected used syringes are: 1) tracked (i.e., adherence to a one-for-one syringe exchange) with tracking records maintained for review by the County, 2) placed in a sealed sharps container with the container handled in a secure manner at all times (e.g., on site, when transporting, and when storing), including keeping the container in a locked and secure place, and 3) handled and disposed of as medical waste in accordance with the laws of the State of California.

A.9.1. CONTRACTOR is responsible for medical waste disposal.

A.10. CONTRACTOR shall have access to health care services (e.g., through a Memorandum of Understanding (MOU), contract, insurance, etc.) that will provide timely Hepatitis B, Hepatitis C, and HIV counseling and testing, as well as post-exposure prophylaxis (PEP)

treatment to reduce the risk of developing HIV infection, to which all of CONTRACTOR's staff can be referred for services when a needle stick injury occurs.

A.10.1. The County reserves the right to review and approve the CONTRACTOR's written plan for injury and illness prevention that includes needle stick injury response.

A.11. CONTRACTOR shall maintain appropriate records as needed for CONTRACTOR to produce quarterly and annual reports in a report format approved by the County for County-approved sites. CONTRACTOR agrees to report quarterly to the County the following data elements at minimum: total number of clients served, total number of clients currently enrolled in SEP (de-duplicated client count), demographic characteristics of clients served (gender, age, race/ethnicity, ZIP code of residence), risk information (injection drug user, partner of injection drug user), number of new syringes purchased or otherwise acquired, number of syringes distributed, number of syringes collected, number of syringes disposed of, and number and type of referrals to drug treatment and other services. These data must be reported to the County on a quarterly basis, or as soon as requested by the County. Quarters are defined as January through March, April through June, July through September, and October through December. Quarterly reports containing the required data elements are due to the County within fifteen (15) calendar days of the end of each quarter. Reports should be sent to:

Kristy Michie, Assistant Director of Public Health  
County of Monterey Health Department  
1270 Natividad Rd.  
Salinas, CA 93906  
Email: MichieKJ@CountyofMonterey.gov

A.12. CONTRACTOR shall allow County to perform site visits of CONTRACTOR's SEP service operations at any time to ensure CONTRACTOR's compliance with County SEP guidelines.

A.13. County, upon receiving a complaint about the SEP services provided by CONTRACTOR from any party, shall be allowed to make site visits and/or investigate in any manner suspected noncompliance with this Agreement. CONTRACTOR shall correct any deficiency found during any regular site visit or investigative site visit in which noncompliance with this Agreement is found to be true within thirty (30) calendar days of being given written notice by County that corrective action is needed. CONTRACTOR understands that if CONTRACTOR takes no action to correct any deficiencies found by County for which CONTRACTOR has been provided a thirty (30) day corrective period, County may suspend CONTRACTOR for a period of up to ninety (90) calendar days or may elect to terminate this Agreement.

A.14. Quality Control. The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the County Project Manager for review at the beginning of this Agreement and then annually thereafter. The plan shall include but may not be limited to the method of monitoring to ensure that Agreement requirements are being met.

A.15. CONTRACTOR shall also maintain a record of all inspections conducted by the CONTRACTOR. The time a problem was first identified, a clear description of the problem, any corrective action taken, and the time elapsed between identification and completed corrective action shall be provided to the County upon request.

A.16. Quality Assurance and Improvement Plan. The CONTRACTOR shall establish and utilize a comprehensive Quality Assurance and Improvement Plan. The CONTRACTOR must provide a copy of this plan for the County to review. The plan must include how the CONTRACTOR will monitor and evaluate their SEP services. The County may observe performance and activities as well as review documents relevant to this Agreement at any time during CONTRACTOR's normal business hours. However, County personnel may not unreasonably interfere with the CONTRACTOR's operations.

A.17. Personnel.

A.17.1. CONTRACTOR shall assign a sufficient number of staff to perform the required work. A minimum of two (2) staff are required to be present during syringe exchange, at least one of whom must be a paid staff of the CONTRACTOR and not an intern or volunteer (paid or unpaid).

A.17.2. CONTRACTOR shall ensure that staff providing direct services to clients at CONTRACTOR's County certified SEP shall be culturally sensitive as well as linguistically and technically competent to provide SEP services as described herein.

A.17.3. CONTRACTOR shall also ensure that all of staff providing direct services to clients have either been offered vaccination for Hepatitis B or have provided proof of immunity against it. If any of CONTRACTOR's staff providing direct services to clients chooses not to be vaccinated or cannot provide proof of immunity, such staff must sign a form indicating they have been advised of the risk of Hepatitis B exposure and chosen not to be vaccinated.

A.17.4. CONTRACTOR shall have a designated staff member on site at all times who will be responsible for immediately handling of needle stick injuries.

A.18. Materials and Equipment.

A.18.1. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the staff.

A.18.2. CONTRACTOR is responsible for disposal of all non-medical, hazardous, and medical waste, which must be handled and disposed of in accordance of California law including the Medical Waste Management Act, California Health and Safety Code, Section 117600-118360.

A.19. Training.

A.19.1. CONTRACTOR shall provide training programs for all new staff and continuing in-service training for all existing staff.

A.19.2. All staff shall be trained in their assigned tasks and in the safe handling of supplies and equipment. All equipment shall be checked daily for safety. All staff must wear safety and protective gear according to Occupational Safety and Health Administration standards. CONTRACTOR is responsible for providing safety and protective gear to CONTRACTOR staff.

A.19.3. CONTRACTOR shall have a designated protocol for handling needle stick injuries. CONTRACTOR shall ensure that its entire staff is trained in handling needle stick injuries.

A.19.4. CONTRACTOR shall ensure that all of CONTRACTOR's staff providing direct services to clients are properly trained to provide such SEP services before such staff provides any services to any client at a County-approved site.

A.19.5. CONTRACTOR shall especially ensure that CONTRACTOR's staff are trained in: 1) proper client data collection (e.g., during a client's enrollment to the SEP), 2) State of California and local syringe exchange regulations, 3) harm reduction, 4) safe injection practices (e.g., cleansing skin with alcohol swabs prior to injecting, not sharing syringes, etc.), 5) safe handling and disposal of syringes, 6) procedures to ensure proper referrals, 7) needle stick injury protocol, and 8) handling of emergency situations (e.g., drug overdose of client, etc.) and urgent situations (e.g., wound infections).

A.19.6. The County reserves the right to review and approve the CONTRACTOR's written training materials and logs of CONTRACTOR's employee trainings.

A.19.7. In circumstances when provision of services at SEP site involves the collection of personal information, CONTRACTOR must follow federal, state, and local laws regarding confidentiality. CONTRACTOR staff must adhere to the federal Health Insurance Portability and Accountability Act of 1996.

A.20. CONTRACTOR's Office: CONTRACTOR shall maintain an office with a business phone number. The office shall be staffed during the CONTRACTOR's normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the CONTRACTOR's performance of this Agreement.

A.21. Work Schedules.

A.21.1. CONTRACTOR shall submit for review and approval a work schedule for each SEP location to the County prior to starting services. Said work schedules shall be set on an annual calendar.

A.21.2. CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County

Project Manager for review and approval at least ten (10) working days prior to scheduled time for SEP services.

## **B. PAYMENT PROVISIONS**

B.1. CONTRACTOR shall provide the contracted services without cost to the County. County intends for CONTRACTORS to purchase all materials/equipment to provide the services requested under this solicitation without any cost to the County. Non-monetary resources (syringes, alcohol wipes, sterile water, etc.) may be made available from the California Department of Public Health (CDPH) to County earmarked for authorized syringe exchange projects. If such non-monetary resources become available, the County in its sole discretion may distribute in a fair and appropriate manner said resources to CONTRACTOR. The County makes no representations that such non-monetary resources from the CDPH are available or will be available to CONTRACTOR. CONTRACTOR agrees to use any non-monetary resources provided by County for the sole purpose of SEP services at County-approved SEP locations and not for other CONTRACTOR programs or services.