

AGREEMENT BETWEEN COUNTY OF MONTEREY AND ACCESS SUPPORT NETWORK

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and Access Support Network, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP# 10573) for Syringe Exchange Program; and, in accordance with the specifications set forth in this AGREEMENT,

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested,

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, Agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10573 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10573. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix RFP # 10573 dated April 28, 2016, including all attachments, Exhibits, and Addenda
Certificate of Insurance Additional
Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits, and Appendix, RFP# 10573 including all attachments and exhibits,

Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

- 2.0.1. 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.
- 2.0.2. 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 with: 1) drug treatment, including detox and residential services, 2) health care, 3) HIV counseling and testing, 4) sexually transmitted disease (STD) testing and treatment, 5) Hepatitis C virus counseling and testing, 6) food assistance, and 7) housing services. 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.

- 2.0.2.1. 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.
- 2.0.3. 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.
- 2.0.4. 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).
- 2.0.5. 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.
- 2.0.6. CONTRACTOR staff are defined as CONTRACTOR's staff, employees, volunteers, interns, and related persons providing SEP services to clients.
- 2.0.7. 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.
- 2.0.8. 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.
- 2.0.9. 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. CONTRACTOR is responsible for medical waste disposal.

- 2.0.10. 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.
- 2.0.10.1. 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.
- 2.0.11. 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 Project Manager within fifteen (15) calendar days of the end of each quarter.
- 2.0.12. 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.
- 2.0.13. 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 investigate 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.
- 2.0.14. 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.
- 2.0.15. 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.

2.0.16. 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.

2.0.17 Personnel.

2.0.17.1. 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).

2.0.17.2. 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.

2.0.17.3. 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.

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

2.0.18 Materials and Equipment.

2.0.18.1. 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.

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

2.0.18.3. 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.

2.0.19 Training.

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

2.0.19.2. 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.

2.0.19.3. 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.

2.0.19.4. 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.

2.0.19.5. 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).

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

2.0.19.7. 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.

2.0.20 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.

2.0.21 Work Schedules.

2.0.21.1. 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.

2.0.21.2. 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.

3.0 TERM OF AGREEMENT

3.1 The term of the AGREEMENT(s) will be for a period of one (1) year with the option to extend the AGREEMENT for three (3) additional one (1) year periods.

3.1.1 The exercise of which shall be subject to further approval by the Board of Supervisors.

3.1.2 County is not required to state a reason if it elects not to renew.

3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.

3.2.1. Both parties shall agree upon rate extension(s) or changes in writing.

3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

4.0 STANDARD INDEMNIFICATION

4.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

5.0 INSURANCE REQUIREMENTS

5.1 Evidence of Coverage:

5.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

5.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

5.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

5.3 Insurance Coverage Requirements:

5.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

5.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

5.3.1.4 Professional liability insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting

coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

5.4 Other Insurance Requirements:

- 5.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 5.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 5.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self- insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 5.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County’s contract administrator and County’s Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 5.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County’s Contract Administrator and County’s Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR

shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

6.0 RECORDS AND CONFIDENTIALITY

- 6.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 6.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 6.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 6.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

7.0 NON-DISCRIMINATION

- 7.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 7.2 The applicable regulations of the Fair Employment and Housing Commission implementing

Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

7.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

8.0 DRUG FREE WORKPLACE

CONTRACTOR and CONTRACTOR’S employees shall comply with the COUNTY’S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR’S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

9.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U. S. Department of Health and Human Services thereunder (collectively, the “HIPAA Standards”).

10.0 NOTICES

Notices required under this AGREEMENT shall be personally delivered or by first-class, postage pre-paid to County’s and CONTRACTOR’S administrators at the address listed below:

FOR COUNTY:

Edward Moreno, Public Health Chief
Monterey County Health Department
1270 Natividad Road, Salinas, CA 93906
Phone: 831-755-4585

FOR CONTRACTOR:

David Kilburn, Executive Director
Access Support Network
1320 Nipomo Street, San Luis Obispo, CA 93401
Phone: 805-781-3660, ext. 212

11.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Access Support Network
Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

By: _____
(Signature of Chair, President, or
Vice-President)*

Date: _____

Approved as to Form¹

Name and Title

By: _____
County Counsel

Date: _____

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Name and Title

Date: _____

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 4 or 5