

MEMORANDUM OF UNDERSTANDING RE: MEDICINE LOSS PREVENTION SERVICES TO ENCAMPMENT OCCUPANTS DURING ENCAMPMENT CLEAN-UPS IN UNINCORPORATED AREAS OF MONTEREY COUNTY BETWEEN THE COUNTY OF MONTEREY AND ACCESS SUPPORT NETWORK

This Memorandum of Understanding (“MOU”) is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the County of Monterey (“County”), a political subdivision of the State of California, and Access Support Network (“ASN”), a public non-profit 501(C)(3) corporation, collectively referred to as “Parties” and individually referred to as “Party”.

RECITALS

- A. **WHEREAS**, the 2024 Homeless Point-in-Time Count revealed that on any given night 2,436 individuals are experiencing homelessness in Monterey County, of which 18% are living unsheltered in unincorporated areas of the county; and
- B. **WHEREAS**, on July 25, 2024, Governor Newsom released Executive Order N-1-24, which ordered state agencies to clear homeless encampments on state rights-of-way, and encouraged local governments to adopt policies consistent with his order; and
- C. **WHEREAS**, while Executive Order N-1-24 and the recent decision of the Supreme Court of the United States in *City of Grants Pass, Oregon v. Johnson, et al.* provides jurisdictions the authority to handle health, safety, and environmental issues created by encampments, local governments have a responsibility to use this authority judiciously to balance order with compassion; and
- D. **WHEREAS**, on [INSERT DATE] the County of Monterey Board of Supervisors adopted a resolution, committing the County to evidence-based homelessness response policies and practices, including Housing First Principles, Trauma-Informed Care; and
- E. **WHEREAS**, on [INSERT DATE] the County of Monterey Board of Supervisors approved the Encampment Response Policies and Procedures wherein the County listed items it will not store after an encampment clean-up, including controlled substances, drugs with or without prescription and medications of any kind; and
- F. **WHEREAS**, people experiencing homelessness generally receive publicly funded health care services through Medi-Cal, making it difficult to obtain replacement medications and ultimately leading to negative health outcomes; and
- G. **WHEREAS**, according to *Impact of Encampment Sweeps on People Experiencing Homelessness*¹ published by the National Health Care for the Homeless Council in 2022, “Conditions such as HIV, hepatitis C, diabetes, hypertension, substance use, schizophrenia,

¹ [Impact of Encampment Sweeps on People Experiencing Homelessness](#), National Health Care for the Homeless Council in 2022

anxiety, and depression (among many other health conditions) are especially difficult to manage absent regular medication”;

NOW, THEREFORE, in consideration of the recitals and mutual consideration, representations, conditions, and obligations contained in this MOU, and incorporated herein, the Parties agree as follows:

ARTICLE 1. ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

The County periodically conducts encampment clean-ups as part of its efforts to maintain public health and safety. These operations, however, pose a risk of inadvertent loss of medications that individuals in these encampments may need for essential health and continuity of care. The purpose of this MOU is to establish a collaborative partnership with ASN, a local street medicine provider, to ensure that vulnerable populations retain access to their necessary medications during and after an encampment clean-up.

Section 1.2 Roles and Responsibilities:

- a. In the case of planned encampment clean-ups, the County of Monterey’s Homelessness Strategies and Initiatives division should:
 1. Provide ASN with advance notice of planned encampment clean-up operations, including date, time, and location, to facilitate coordination.
 2. Designate a point of contact within the County for ongoing communication with ASN.
 3. Allow ASN’s staff access to the encampment area prior to and during clean-up operations to assess and document any medications or health-related items.
 4. When needed, facilitate a designated area at the clean-up site for ASN to conduct medication assessments.
- b. Access Support Network shall:
 1. Work with the Central California Alliance on Health (CCAH) to contract as a CalAIM Enhanced Care Management agency.
 2. Conduct outreach in advance of the scheduled clean-up to inform encampment occupants of the planned clean-up and how they may support them in mitigating any potential loss of medication during the clean-up.
 3. Develop internal protocols to assess and track encampment occupants’ medication needs in accordance with HIPAA laws.
 4. Prepare encampment occupants and provide notice of the number to call for assistance in replacing lost medications.
 5. For residents whose medications are left behind or lost as the result of the clean-up operation, offer follow-up support to get medications replaced from the

prescribing pharmacy or doctor, and coordinate provision of additional health and social support services as needed.

- c. The parties agree to:
1. Establish regular communication channels to share updates and address any issues that may arise related to medication loss prevention.
 2. Uphold the confidentiality of individuals' medical information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and other relevant privacy laws and regulations.
 3. ASN's activities under this MOU are contingent upon funding and resource availability. Both parties will endeavor to allocate necessary resources to achieve the objectives of this MOU but acknowledge that certain limitations may exist.

ARTICLE 2. GENERAL CONDITIONS

Section 2.1 General Compliance

The Parties, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies.

Section 2.2 Term of MOU

The term of this MOU (the "Term") shall be from the last date opposite the respective signatures below by all Parties (the "Effective Date") for a period of one year.

Section 2.3 Termination

This MOU may be terminated by either Party upon 30 days advance written notice. Prior to any said termination, County and ASN shall meet and confer in good faith.

Section 2.4 Indemnification

ASN shall indemnify, defend, and hold harmless the 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 MOU, 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 ASN's performance of this MOU, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "ASN's performance" includes ASN's action or inaction and the action or inaction of ASN's officers, employees, agents and subcontractors.

Section 2.5 Insurance Requirements

2.5.01 Evidence of Coverage: Prior to commencement of this MOU, ASN 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, ASN upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. ASN shall not receive a “Notice to Proceed” with the work under this MOU until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of ASN.

2.5.02 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 A.M. Best’s Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.

2.5.03 Insurance Coverage Requirements: Without limiting ASN’s duty to indemnify, ASN shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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, and \$2,000,000 in the aggregate.

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers’ Compensation Insurance: if ASN employs others in the performance of this MOU, 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.

If ASN maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by ASN.

2.5.03 Other Requirements:

All insurance required by this MOU shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this MOU, 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 ASN completes its performance under this MOU.

Each liability policy shall provide that the 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 ASN and additional insureds with respect to claims arising from each subcontractor, if any, performance under this MOU, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of performance under this MOU by or on behalf of ASN including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to ASN'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, ASN'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of ASN'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

ASN hereby grants to County a waiver of any right to subrogation which any insurer of ASN may acquire against the County by virtue of the payment of any loss under such insurance. ASN agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this MOU by the County, ASN shall file certificates of insurance with the County's Contracts/Purchasing Division, showing that ASN has in effect the insurance required by this MOU. ASN 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 MOU, which shall continue in full force and effect. ASN shall always during the term of this MOU maintain in force the insurance coverage required under this MOU and shall send, without demand by County, annual certificates to the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify ASN and ASN shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by ASN to maintain such insurance is a default of this MOU, which entitles County, at its sole discretion, to terminate this MOU immediately.

Section 2.6 COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Medicine Loss Prevention Services MOU to be executed on the dates set forth below by the duly authorized representatives identified below:

COUNTY OF MONTEREY

By: _____
Deborah Paolinelli
Assistant County Administrative Officer
Date: _____

Approved as to form:
Office of the County Counsel

By: _____
Anne Brereton
Deputy County Counsel
Date: 1/22/2025 | 11:11 AM PST

Approved as to Indemnity and
Insurance provisions:
Office of the County Counsel/Risk Management

By: _____
David Bolton
Risk Manager
Date: 1/18/2025 | 8:56 AM PST

ACCESS SUPPORT NETWORK

By: _____
David Kilburn
Executive Director
Date: 1/16/2025 | 7:08 PM EST

By: _____
Lisa Dean
President
Date: 1/17/2025 | 11:55 AM PST

By: _____
Kathleen Guerrero
Secretary
Date: 1/16/2025 | 2:02 PM PST