HEALTH DEPARTMENT ADDENDUM TO
MONTGOMERY COUNTY STANDARD TERMS AND CONDITIONS
– ELECTRONIC CONTRACT –

1. SCOPE

Unless otherwise noted, this Health Department Addendum fully incorporates all definitions and terms from the Montgomery County Standard Grant Addendum. In the event of a conflict, this Health Department Addendum shall control. To the extent the contract does not involve federal grants, the OMB Guidance shall not be considered binding, but shall be considered best practice for applicable purposes including, but not limited to, acquisition, auditing, retention, and reporting.

This form has been pre-approved by the Montgomery County Solicitor as indicated by the version number indicated in the header. Provided that that the County's Standard Contract and Signature page is used to memorialize this contract, and that no changes have been made to the text below, no additional Solicitor approval is required.

The version number contained on the header of this document shall govern the contents of these Terms and Conditions, and in the event of any discrepancy between the official version contained on the County's website and the text below, the version on the website shall control unless the signature of the Montgomery County Solicitor or his designee accompanies the change.

Note that failure to include this paragraph without a Solicitor signature shall not relieve Contractor of the terms below, provided this document was included in the advertised solicitation or procurement that gave rise to this Contract or was otherwise publically advertised in a manner such that the Contractor knew or should have known that these provisions are applicable to the Contract.

2. HUMAN EXPERIMENTATION

Unless explicitly and clearly called for in the statement of work, all experimentation with human subjects shall be prohibited. If experimentation is allowed, Contractor agrees to follow all local, state, federal and UN guidelines on the treatment of human subjects.

3. CONFIDENTIALITY

The Provider agrees that all persons diagnosed, counseled, treated, placed or receiving any services defined in this Agreement, or former recipients of such services, shall be secure in the confidentiality of their names, identities, records and the information contained therein except as disclosure is permitted by the applicable law, regulations of the Department and policies of the County. The Provider shall, to insure confidentiality of client information, make provisions for the security of records and protection of individual privacy. The Provider shall require that all sub-contractors adhere to the applicable client confidentiality laws and regulations of the Department and policies of the County.

If HIPAA applies to this Contract, Provider agrees to sign and be bound by the County's Business Associate Addendum.

4. MENTAL HEALTH/MENTAL RETARDATION ACT

Provider agrees that if applicable, this Agreement shall be governed by the Mental Health/Mental Retardation Act of 1966, as amended and Mental Health Procedures Act of 1976, as amended and all regulations promulgated there under. Provider agrees to abide by any audit, reporting or retention policies contained in that provision.