



1 and Institutions Code Section 16501; and

2 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions  
3 hereinafter set forth:

4 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1           1.     TERM

2           The term of this Agreement shall commence on July 1, 2020, and terminate on June 30,  
3 2021, unless earlier terminated pursuant to the provisions of Paragraph 38 of this Agreement;  
4 however, CONTRACTOR shall be obligated to perform such duties as would normally extend  
5 beyond this term, including, but not limited to, obligations with respect to indemnification, audits,  
6 reporting and accounting.

7           2.     ALTERATION OF TERMS

8           2.1     This Agreement, including any Exhibit(s) attached hereto and incorporated by  
9 reference, fully expresses all understandings of the parties and is the total Agreement between the  
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this  
11 Agreement, whether written or verbal, are valid or binding unless made in the form of a written  
12 amendment to this Agreement which is formally approved and executed by both parties.

13           2.2     The various headings, numbers, and organization herein are for the purpose of  
14 convenience only and shall not limit or otherwise affect the Agreement.

15           3.     STATUS OF CONTRACTOR

16           3.1     CONTRACTOR is, and shall at all times be deemed to be, an independent  
17 contractor, and shall be wholly responsible for the manner in which it performs the services  
18 required of it by the terms of this Agreement. Nothing herein contained shall be construed as  
19 creating the relationship of employer and employee, or principal and agent, between COUNTY  
20 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes  
21 exclusively the responsibility for the acts of its employees or agents as they relate to services to be  
22 provided during the course and scope of their employment.

23           3.2     CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or  
24 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY  
25 employees.

26           4.     DESCRIPTION OF SERVICES

27           4.1     CONTRACTOR agrees to provide those services, facilities, equipment, and  
28 supplies, as described in the Exhibits to the Agreement between Avertest LLC dba Averhealth, for

1 the Provision of Random Drug Testing Services, attached hereto and incorporated herein by  
2 reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with  
3 the number and type of staff described and as required for provision of services hereunder.

4 4.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
5 staff to attend an orientation session and subsequent training sessions given by COUNTY.

6 5. LICENSES AND STANDARDS

7 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 23 of  
8 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
9 necessary licenses and permits required by the laws of the United States, State of California  
10 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
11 agencies to perform the services described in this Agreement, and agrees to maintain these licenses  
12 and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that  
13 its employees shall conduct themselves in compliance with such laws and licensure requirements,  
14 including, without limitation, compliance with laws applicable to sexual harassment and ethical  
15 behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any  
16 change in license or permit status (e.g., becoming expired, inactive, etc.).

17 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all  
18 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
19 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
20 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title  
21 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of  
22 California, County of Orange, and County of Orange Social Services Agency, and all  
23 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist  
24 or be hereafter amended.

25 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
26 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
27 federal financial assistance programs and/or activities.

28 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

1           6.1    Delegation and Assignment

2           6.1.1   In the performance of this Agreement, CONTRACTOR may neither  
3 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
4 written consent of COUNTY. Any attempted delegation or assignment without prior written  
5 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
6 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
7 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
8 benefits under the terms of this Agreement requiring COUNTY approval.

9           6.1.2   COUNTY reserves the right to immediately terminate the Agreement in the  
10 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
11 for the provision of services under the Agreement.

12           6.2    Change of Ownership

13           CONTRACTOR agrees that if there is a change or transfer in ownership of  
14 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an  
15 assignment of the Agreement, the new owners shall be required, under the terms of sale or other  
16 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this  
17 Agreement and complete them to the satisfaction of COUNTY.

18   7.    SUBCONTRACTS

19           7.1    With the exception of third party urine sample collection services and/or a  
20 laboratory who will analyze urine specimens, CONTRACTOR shall not subcontract for services  
21 under this Agreement without the prior written consent of ADMINISTRATOR. If  
22 ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter,  
23 in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be  
24 in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall  
25 include in each subcontract any provision ADMINISTRATOR may require.

26           7.1.1   Subcontracts of \$50,000 or less

27           7.1.1.1   CONTRACTOR shall develop a standard form Purchase Order,  
28 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services

1 by CONTRACTOR when the cumulative total cost of the services to be provided by any  
2 organization is anticipated to fifty thousand dollars (\$50,000) or less during the term of this  
3 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of  
4 providing services or the usual and customary charges established by the organization(s) providing  
5 the services.

6 7.1.2 Subcontracts in excess of \$50,000

7 7.1.2.1 CONTRACTOR shall develop and submit for approval to  
8 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which  
9 the total cumulative cost of services provided by any single organization is anticipated to exceed  
10 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed  
11 procurement system shall take into consideration such factors as: degree of price competition;  
12 pricing policies and techniques; experience and quality of service; methods of evaluating  
13 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,  
14 award, and post-award management of subcontracts, including internal audit procedures and  
15 monitoring of subcontractor's performance until completion of services.

16 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's  
17 proposed procurement system, CONTRACTOR shall comply with such procurement system in  
18 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the  
19 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written  
20 consent prior to entering into a subcontract with any organization when the total cumulative cost  
21 of services to be provided by that organization is anticipated to exceed fifty thousand dollars  
22 (\$50,000) during the term of this Agreement.

23 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and  
24 maintain accurate and complete financial records related to services provided under the terms of  
25 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to  
26 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or  
27 until any pending audit is completed.

28 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

1           8.1    Form of Business Organization

2            Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and  
3 submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to  
4 ADMINISTRATOR, containing, but not limited to, the following information:

5            8.1.1   The form of CONTRACTOR's business organization, i.e., proprietorship,  
6 partnership, corporation, etc.

7            8.1.2   A detailed statement indicating the relationship of CONTRACTOR, by way  
8 of ownership or otherwise, to any parent organization or individual.

9            8.1.3   A detailed statement indicating the relationship of CONTRACTOR to any  
10 subsidiary business organization or to any individual who may be providing services, supplies,  
11 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR  
12 under this Agreement.

13           8.2    Change in Form of Business Organization

14            If, during the term of this Agreement, the form of CONTRACTOR's business  
15 organization changes, or the ownership of CONTRACTOR changes, or when changes occur  
16 between CONTRACTOR and other businesses that could impact services provided through this  
17 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such  
18 changes. A change in the form of business organization may, at COUNTY's sole discretion, be  
19 treated as an attempted assignment of rights or delegation of duties of this Agreement.

20           8.3    Name Change

21            CONTRACTOR must notify COUNTY, in writing, of any change in  
22 CONTRACTOR's status with respect to name changes that do not require an assignment of the  
23 Agreement. While CONTRACTOR is required to provide name change information without  
24 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its  
25 status upon request by COUNTY.

26           9.    NON-DISCRIMINATION

27            9.1    In the performance of this Agreement, CONTRACTOR agrees that it shall not  
28 engage nor employ any unlawful discriminatory practices in the admission of PARTICIPANTS,



1 provision of services or benefits, assignment of accommodations, treatment, evaluation,  
2 employment of personnel, or in any other respect, on the basis of race, religious creed, color,  
3 national origin, ancestry, physical disability, mental disability, medical condition, genetic  
4 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,  
5 military and veteran status, or any other protected group, in accordance with the requirements of  
6 all applicable federal or State laws.

7 9.2 CONTRACTOR shall furnish any and all information requested by  
8 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
9 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
10 9 et seq.

11 9.3 Non-Discrimination in Employment

12 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
13 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
14 Department of Labor regulations (Title 41 CFR Part 60).

15 9.3.2 All solicitations or advertisements for employees placed by or on behalf of  
16 CONTRACTOR shall state that all qualified applicants will receive consideration for employment  
17 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
18 disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
19 gender expression, age, sexual orientation, military and veteran status, or any other protected  
20 group, in accordance with the requirements of all applicable federal or State laws. Notices  
21 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place  
22 for employees and job applicants.

23 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a  
24 formal discrimination complaint to:

25 California Department of Fair Employment  
26 2218 Kausen Drive, Suite 100  
27 Elk Grove, CA 95758  
28 Telephone: (800) 884-1684

(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

9.4.2 CONTRACTOR shall provide any and all PARTICIPANTS desirous of filing a formal complaint any and all information as appropriate:

9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"  
(PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

1 Orange County Social Services Agency

2 Program Integrity

3 Attn: Civil Rights Coordinator

4 P.O. Box 22001

5 Santa Ana, CA 92702-2001

6 Telephone: (714) 438-8877

7 State Civil Rights Contact:

8 California Department of Social Services

9 Civil Rights Bureau

10 P.O. Box 944243, M.S. 15-70

11 Sacramento, CA 94244-2430

12 Federal Civil Rights Contact:

13 U.S. Department of Health and Human Services

14 Office of Civil Rights

15 50 U.N. Plaza, Room 322

16 San Francisco, CA 94102

17 9.4.3 The following websites provide Civil Rights information, publications  
18 and/or forms:

19 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>  
20 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

21 9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->  
22 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*  
23 *Programs*)

24 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>  
25 (*SSA Contractor and Vendor Compliance page*)

26 10. NOTICES

27 10.1 All notices, requests, claims, correspondence, reports, statements authorized or  
28 required by this Agreement, and/or other communications shall be addressed as follows:

1 COUNTY: County of Orange Social Services Agency  
 2 Contracts and Procurement Services  
 3 500 N. State College Blvd, Suite 100  
 4 Orange, CA 92868

5  
 6 CONTRACTOR: Avertest, LLC dba Averhealth  
 7 2619 W. Marshall Street, Suite A  
 8 Richmond, VA 23230-4811  
 9

10 10.2 All notices shall be deemed effective when in writing and deposited in the United  
 11 States mail, first class, postage prepaid and addressed as above. Any communications, including  
 12 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this  
 13 Agreement addressed in any other fashion shall be deemed not given. The parties each may  
 14 designate by written notice from time to time, in the manner aforesaid, any change in the address  
 15 to which notices must be sent.

16 11. NOTICE OF DELAYS

17 Except as otherwise provided under this Agreement, when either party has knowledge that  
 18 any actual or potential situation is delaying or threatens to delay the timely performance of this  
 19 Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant  
 20 information with respect thereto, to the other party.

21 12. INDEMNIFICATION

22 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by  
 23 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and  
 24 their elected and appointed officials, officers, employees, agents, and those special districts and  
 25 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
 26 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,  
 27 including, but not limited to, personal injury or property damage arising from or related to the  
 28 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.

1 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
2 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
3 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
4 Neither party shall request a jury apportionment.

5 13. INSURANCE

6 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
7 purchase all required insurance at CONTRACTOR's expense, including all endorsements required  
8 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been  
9 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance  
10 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.  
11 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
12 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
13 CONTRACTOR.

14 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
15 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance  
16 as an Additional Insured or maintain insurance subject to the same terms and conditions as set  
17 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if  
18 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR  
19 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance  
20 requirements to every subcontractor and to receive proof of insurance prior to allowing any  
21 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR  
22 through the entirety of this Agreement for inspection by COUNTY representative(s) at any  
23 reasonable time.

24 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
25 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
26 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
27 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
28 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity

1 provision(s) in the Agreement, agrees to all of the following:

2 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
3 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
4 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
5 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
6 same; and

7 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
8 irrespective of any duty to indemnify or hold harmless; and

9 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
10 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
11 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
12 insured.

13 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
14 term of this Agreement, COUNTY may terminate this Agreement.

15 13.5 Qualified Insurer

16 13.5.1 The policy or policies of insurance must be issued by an insurer with a  
17 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
18 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
19 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business  
20 in the state of California (California Admitted Carrier).

21 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the County  
22 Executive Office (CEO)/Office of Risk Management retains the right to approve or reject a carrier  
23 after a review of the company's performance and financial ratings.

24 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide  
25 the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

1	Workers' Compensation	Statutory
2	Employer's Liability Insurance	\$1,000,000 per occurrence
3	Network Security & Privacy Liability	\$1,000,000 per claims made
4	Professional Liability Insurance	\$1,000,000 per claims made
5		\$1,000,000 aggregate
6	Sexual Misconduct Liability	\$1,000,000 per occurrence
7		

### 8 13.8 Required Coverage Forms

9 13.8.1 Commercial General Liability coverage shall be written on Insurance  
10 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as  
11 broad.

### 12 13.9 Required Endorsements

13 13.9.1 Commercial General Liability policy shall contain the following  
14 endorsements, which shall accompany the Certificate of Insurance:

15 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26  
16 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,  
17 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will  
18 state AS REQUIRED BY WRITTEN CONTRACT.

19 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20  
20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and  
21 any insurance or self-insurance maintained by the County of Orange shall be excess and non-  
22 contributing.

23 13.9.2 The Network Security and Privacy Liability policy shall contain the  
24 following endorsements which shall accompany the Certificate of Insurance.

25 13.9.2.1 An Additional Insured endorsement naming the County of  
26 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
27 for its vicarious liability.

28 13.9.2.2 A primary and non-contributing endorsement evidencing that

1 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the  
2 County of Orange shall be excess and non-contributing.

3 13.10 All insurance policies required by this Agreement shall waive all rights of  
4 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
5 employees when acting within the scope of their appointment or employment.

6 13.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any  
7 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the  
8 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute  
9 a material breach of the contract, upon which the COUNTY may suspend or terminate this  
10 Agreement.

11 13.12 If CONTRACTOR's Professional Liability and Network Security & Privacy  
12 Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional  
13 Liability and Network Security & Privacy Liability coverage for two (2) years following  
14 completion of this Agreement.

15 13.13 The Commercial General Liability policy shall contain a severability of interests  
16 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

17 13.14 Insurance certificates should be mailed to COUNTY at the address indicated in  
18 Paragraph 10 of this Agreement.

19 13.15 If CONTRACTOR fails to provide the insurance certificates and endorsements  
20 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,  
21 award may be made to the next qualified proponent.

22 13.16 COUNTY expressly retains the right to require CONTRACTOR to increase or  
23 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
24 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
25 appropriate to adequately protect COUNTY.

26 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
27 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
28 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of



1 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
2 COUNTY shall be entitled to all legal remedies.

3 13.18 The procuring of such required policy or policies of insurance shall not be construed  
4 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and  
5 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
6 available from the insurer.

7 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

8 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of  
9 occurrence, the following:

10 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
11 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
12 under this Agreement. While CONTRACTOR is required to provide this information without  
13 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
14 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

15 14.2 Any accident or incident relating to services performed under this Agreement that  
16 involves injury or property damage which may result in the filing of a claim or lawsuit against  
17 CONTRACTOR and/or COUNTY.

18 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
19 relating to services performed by CONTRACTOR under this Agreement.

20 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

21 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
22 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
23 Agreement.

24 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
25 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
26 of service location or jurisdiction.

27 15. CONFLICT OF INTEREST

28 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions

1 or conditions that could result in a conflict with COUNTY interests. In addition to the  
2 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
3 subcontractors associated with the provision of goods and services provided under this Agreement.  
4 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
5 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
6 entertainment, payments, loans, or other considerations which could be deemed to influence or  
7 appear to influence COUNTY staff or elected officers in the performance of their duties.

8 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
9 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
10 Agreement performance. While CONTRACTOR will be required to provide this information  
11 without prompting from COUNTY any time there is a change regarding conflict of interest,  
12 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

13 16. ANTI-PROSELYTISM PROVISION

14 No funds provided directly to institutions or organizations to provide services and  
15 administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be  
16 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by  
17 law.

18 17. SUPPLANTING GOVERNMENT FUNDS

19 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the  
20 purposes of this Agreement with any funds made available under this Agreement.  
21 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from  
22 COUNTY with respect to, that portion of its obligations which have been paid by another source  
23 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,  
24 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,  
25 State, or COUNTY funds under any federal, State, or COUNTY program without prior written  
26 approval of ADMINISTRATOR.

27 18. BREACH SANCTIONS

28 18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or

1 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
 2 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
 3 available at law, in equity, or otherwise specified in this Agreement:

4 18.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
 5 which period shall be established by ADMINISTRATOR; and/or

6 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
 7 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;  
 8 and/or

9 18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
 10 COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

11 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
 12 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

### 13 19. PAYMENTS

#### 14 19.1 Maximum Contractual Obligation

15 The maximum obligation of COUNTY under this Agreement shall be \$852,400, or  
 16 actual allowable costs, whichever is less.

#### 17 19.2 Allowable Costs and Usage

18 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
 19 in arrears, the rates identified in Subparagraph 19.3 for each urinalysis test performed to detect  
 20 substances identified in Exhibit A. No guarantee is given by COUNTY to CONTRACTOR  
 21 regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price  
 22 listed below, regardless of the number of referrals from COUNTY.

#### 23 19.3 Payment Rates

24 Test Panel #1 SSA Standard Drug Panel	Collection Location	Unit Price <sup>(1)</sup>
	In County	\$31.50
25 Test Panel #2 Illicit Drug Panel Plus Ethyl 26 Glucuronide (ETG)	Out of County / Avertest/Averhealth Owned and Operated	\$31.50
	Out of County / Avertest/Averhealth In- Network Facility	\$56.00
27 Test Panel #3 28 Opioids Panel Rotation	In County	\$38.00
	Out of County / Avertest/Averhealth Owned	\$38.00

	and Operated	
	Out of County / Avertest/Averhealth In- Network Facility	\$62.50
Test Panel #4	In County	\$35.00
Synthetic Tetrahydrocannabinol (THC) (e.g. K2, Spice)	Out of County / Avertest/Averhealth Owned and Operated	\$35.00
	Out of County / Avertest/Averhealth In- Network Facility	Not Available

SPECIALIZED TESTING	Collection Location	Unit Price <sup>(1)</sup>
Synthetic Stimulants (e.g., Bath Salts) Initial Test by LC-MS/MS Urine Analysis	Only Available at Avertest/Averhealth Collection Sites	\$45.00
Specialty Drug Add-On List (per substance, per urine specimen):	Only Available at Avertest/Averhealth Collection Sites	\$6.50 each
Retest		\$35.00
<b>ADDITIONAL EXPENSES</b>		
General Protocol Affidavit (each)		No charge
Expert Witness Preparation (per hour)		No charge
Expert Witness – telephonic		No charge
Expert Witness Testimony (in person) up to a two day period including preparation and expenses)		\$750.00
Litigation Package (each)		\$150.00
Training and consultation sessions		No charge

<sup>(1)</sup>Unit Price is inclusive of specimen collection, screening, confirmation and reporting of test results.

19.4 CONTACTOR shall provide an itemized billing statement each month that indicates prices corresponding to the service descriptions indicated in Subparagraph 19.3. Each invoice shall include but is not limited to:

19.4.1 The names of all PARTICIPANTS for whom collections were completed and all collections that were tested.

19.4.2 The name and PARTICIPANT identification number of each PARTICIPANT tested.

19.4.3 The dates each PARTICIPANT tested.

19.4.4 A description of each test completed.

19.4.5 The unit cost of each collection and subsequent analysis.

19.5 COUNTY shall not pay for collections that were completed and delivered to the testing laboratory but rejected by the laboratory for testing due to an error or failure by the

1 collection facility staff. Such errors or failures may include but are not limited to failure to:

2 19.5.1 Sign and/or date the chain-of-custody (COC) form.

3 19.5.2 Obtain the PARTICIPANT'S signature and/or date the COC form.

4 19.5.3 Legibly write the name of the PARTICIPANT on the COC form.

5 19.5.4 Properly select and/or record the correct PARTICIPANT'S name on the  
6 COC form.

7 19.5.5 Properly seal the urine specimen container.

8 19.5.6 Properly affix the COC label to the urine specimen container.

9 19.5.7 Properly indicate the urine specimen temperature on the COC form.

10 19.5.8 Include the COC form with the urine specimen.

11 19.6 Each invoice shall be submitted with PARTICIPANTS' names listed in  
12 alphabetical order or in an electronic format capable of being sorted alphabetically.

13 19.7 In the event COUNTY requires urinalysis testing for a substance not included  
14 Subparagraph 5.6 of Exhibit A to this Agreement, COUNTY agrees to pay CONTRACTOR in  
15 arrears at CONTRACTOR's current catalog price for the drug test.

16 19.8 Claims

17 19.8.1 CONTRACTOR shall submit monthly claims to be received by  
18 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
19 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
20 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
21 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
22 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
23 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

24 19.8.2 All claims must be submitted on a form approved by ADMINISTRATOR.  
25 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with  
26 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,  
27 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some  
28 of which may be required to be copied. Source documents that CONTRACTOR must submit shall

1 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
2 shall retain all financial records in accordance with Paragraph 22 of this Agreement.

3 19.8.3 Payments should be released by COUNTY within a reasonable time period  
4 of approximately thirty (30) days after receipt of a correctly completed claim form and required  
5 supporting documentation.

#### 6 19.8.4 Year-End and Final Claims

7 19.8.4.1 COUNTY may establish two (2) billing periods (June 1<sup>st</sup>  
8 through June 15<sup>th</sup> and June 16<sup>th</sup> through June 30<sup>th</sup>) for the month of June to accommodate  
9 COUNTY's fiscal year-end close process, which shall require CONTRACTOR submit separate  
10 invoice claims for each billing period. In the event COUNTY determines a need for the two (2)  
11 billing periods, COUNTY will provide written notification to CONTRACTOR by the 14<sup>th</sup> of May,  
12 which will inform CONTRACTOR of applicable invoice claim deadlines.

13 19.8.4.2 CONTRACTOR shall submit a final claim by no later than  
14 August 30, 2021. Claims received after August 30<sup>th</sup> may, at ADMINISTRATOR's sole discretion,  
15 not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be  
16 received, upon written notice to CONTRACTOR.

17 19.8.4.3 The basis for final settlement shall be the actual allowable costs  
18 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant  
19 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that  
20 any overpayment has been made, COUNTY may offset the amount of the overpayment against  
21 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
22 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing  
23 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has  
24 been made.

## 25 20. OVERPAYMENTS

26 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
27 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with  
28 any applicable regulations and/or policies in effect during the term of this Agreement, or as

1 established by COUNTY procedure. Any overpayments made by COUNTY which result from a  
2 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to  
3 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment  
4 within thirty (30) days after the date of the final audit findings report and prior to any  
5 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected  
6 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within  
7 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees  
8 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this  
9 Paragraph.

10 21. OUTSTANDING DEBT

11 CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process  
12 of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and  
13 during the term of this Agreement.

14 22. RECORDS, INSPECTIONS, AND AUDITS

15 22.1 Financial Records

16 22.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
17 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
18 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
19 State, and federal audits are completed, whichever is later.

20 22.1.2 CONTRACTOR shall establish and maintain reasonable accounting,  
21 internal control, and financial reporting standards in conformity with generally accepted  
22 accounting principles established by the American Institute of Certified Public Accountants and  
23 to the satisfaction of ADMINISTRATOR.

24 22.2 PARTICIPANT Records

25 22.2.1 CONTRACTOR shall prepare and maintain accurate and complete records  
26 of PARTICIPANTS served and dates and type of services provided under the terms of this  
27 Agreement in a form acceptable to ADMINISTRATOR.

28 22.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR

1 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment  
2 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,  
3 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR  
4 requests and COUNTY provides written approval for the right to store the records in another  
5 county. Notwithstanding anything to the contrary, upon termination of this Agreement,  
6 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
7 accordance with Subparagraph 38.2.

8           22.2.3 COUNTY may refuse payment for a claim if PARTICIPANT records are  
9 determined by COUNTY to be incomplete or inaccurate. In the event PARTICIPANT records are  
10 determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such  
11 payment as an overpayment within the provisions of this Agreement.

#### 12           22.3 Public Records

13           To the extent permissible under the law, all records, including, but not limited to,  
14 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may  
15 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

#### 16           22.4 Inspections and Audits

17           22.4.1 The U.S. Department of Health and Human Services, Comptroller General  
18 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's  
19 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall  
20 have access to any books, documents, papers, and records, including medical records, of  
21 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all  
22 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate  
23 the work performed or being performed under this Agreement and the premises in which it is being  
24 performed.

25           22.4.2 CONTRACTOR shall make its books and records available within the  
26 borders of Orange County within ten (10) days of receipt of written demand by  
27 ADMINISTRATOR.

28           22.4.3 In the event CONTRACTOR does not make available its books and



1 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
2 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
3 obtain CONTRACTOR's books and records.

4 22.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
5 liability to the State or Federal Government or any agency thereof resulting from any  
6 disallowances or other audit exceptions to the extent that such liability is attributable to  
7 CONTRACTOR's failure to perform under this Agreement.

#### 8 22.5 Evaluation Studies

9 CONTRACTOR shall participate, as requested by COUNTY, in research and/or  
10 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's  
11 services or provide information about CONTRACTOR's project.

### 12 23. PERSONNEL DISCLOSURE

13 23.1 This Paragraph 23 applies to all of CONTRACTOR's personnel providing services  
14 through this Agreement, paid and unpaid, including those identified in Paragraph 7.2 of Exhibit A  
15 (hereinafter referred to as "Personnel").

16 23.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
17 Personnel providing services hereunder, including résumés and job applications. Changes to the  
18 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
19 and/or job application. The list shall include:

20 23.2.1 Names and dates of birth of all Personnel by title, whose direct services are  
21 required to provide the programs described herein;

22 23.2.2 A brief description of the functions of each position and the hours each  
23 person works each week, or for part-time Personnel, each day or month, as appropriate;

24 23.2.3 The professional degree, if applicable, and experience required for each  
25 position; and

26 23.2.4 The language skill, if applicable, for all Personnel.

27 23.3 Where authorized by law, and in a manner consistent with California Government  
28 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed

1 information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
2 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
3 Personnel shall be cause for termination from the performance of services under this Agreement.

4 23.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
5 a clearance on the following public websites of the names and dates of birth for all Personnel who  
6 will have direct, interactive contact with PARTICIPANTS served through this Agreement: U.S.  
7 Department of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex  
8 Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

9 23.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
10 a criminal record background check on all Personnel who will have direct, interactive contact with  
11 PARTICIPANTS served through this Agreement. Background checks conducted through the  
12 California Department of Justice shall include a check of the California Central Child Abuse Index,  
13 when applicable. Candidates will satisfy background checks consistent with this Paragraph and  
14 their performance of services under this Agreement.

15 23.6 CONTRACTOR shall ensure that clearances and background checks described in  
16 Subparagraphs 23.4 and 23.5 are completed prior to CONTRACTOR's Personnel providing  
17 services under this Agreement.

18 23.7 In the event a record is revealed through the processes described in Subparagraphs  
19 23.4 and 23.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
20 Personnel providing services through this Agreement.

21 23.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
22 provide services under this Agreement have satisfactory past work records and/or reference checks  
23 indicating their ability to perform the required duties and accept the kind of responsibility  
24 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
25 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
26 assigned to provide services under this Agreement, for a minimum of five (5) years from the date  
27 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits  
28 are completed, whichever is later, in compliance with all applicable laws.

1           23.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
2 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
3 Personnel performing services under this Agreement, when such information becomes known to  
4 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to  
5 provide services under this Agreement and shall provide notice of such determination to  
6 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
7 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 18 above.

8           23.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
9 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

10           23.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel  
11 from the performance of services under this Agreement. At the request of COUNTY,  
12 CONTRACTOR shall immediately replace said Personnel.

13           23.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
14 for cause from working on this Agreement.

15           23.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to Paragraph 23,  
16 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the  
17 terms and conditions of this Agreement.

18   24.   EMPLOYMENT ELIGIBILITY VERIFICATION

19           As applicable, CONTRACTOR warrants that it fully complies with all federal and State  
20 statutes and regulations regarding the employment of aliens and others, and that all its employees  
21 performing work under this Agreement meet the citizenship or alien status requirement set forth  
22 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing  
23 work hereunder, all verification and other documentation of employment eligibility status required  
24 by federal or State statutes and regulations including, but not limited to, the Immigration Reform  
25 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may  
26 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
27 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with  
28 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers

1 and employees from employer sanctions and any other liability which may be assessed against  
2 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
3 State statutes or regulations pertaining to the eligibility for employment of any persons performing  
4 work under this Agreement.

5 25. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

6 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
7 that all employees, agents, subcontractors, and all other individuals performing services under this  
8 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section  
9 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of  
10 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,  
11 agents, subcontractors, and all other individuals performing services under this Agreement to sign  
12 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
13 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
14 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as  
15 they now exist or as they may hereafter be amended.

16 26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
17 LAW

18 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely  
19 Surrendered Baby Law, its implementation in Orange County, and where and how to safely  
20 surrender a baby. The fact sheet is available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing  
21 purposes. The information shall be posted in all reception areas where PARTICIPANTS are  
22 served.

23 27. CONFIDENTIALITY

24 27.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
25 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of  
26 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may  
27 now exist or be hereafter amended.

28 27.2 All records and information concerning any and all persons referred to

1 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
2 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other  
3 individuals performing services under this Agreement. CONTRACTOR shall require all of its  
4 employees, agents, subcontractors, and all other individuals performing services under this  
5 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any  
6 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms  
7 of this Agreement.

8 27.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
9 other individuals performing services under this Agreement of this provision and that any person  
10 violating the provisions of said California state law may be guilty of a crime.

11 27.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
12 to the confidentiality requirements of this Agreement.

13 27.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect  
14 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
15 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
16 hereafter be amended.

17 27.5.1 No access, disclosure, or release of information regarding a child who is the  
18 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is  
19 in doubt, no such information shall be released without the written approval of a Judge of the  
20 Juvenile Court.

21 27.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court  
22 before allowing any child to be interviewed, photographed, or recorded by any publication or  
23 organization, or to appear on any radio, television, or internet broadcast or make any other public  
24 appearance. Such approval shall be requested through child's Social Worker.

25 28. SECURITY

26 28.1 Security Requirements

27 28.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
28 COUNTY-related records and information pursuant to all statutory laws relating to privacy and

1 confidentiality that currently exists or exists at any time during the term of this Agreement.  
2 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
3 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
4 private and confidential PARTICIPANT information, to protect against anticipated threats to the  
5 security or integrity of COUNTY data, and to protect against unauthorized physical or electronic  
6 access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

7 28.1.1.1 Storage of confidential paper files that ensures records are  
8 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

9 28.1.1.2 Control of access to physical and electronic records to ensure  
10 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
11 services.

12 28.1.1.3 Control to prevent unauthorized access and to prevent  
13 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

14 28.1.1.4 Firewall protection.

15 28.1.1.5 Use of encryption methods of electronic COUNTY data while  
16 in transit from CONTRACTOR networks to external networks, when applicable.

17 28.1.1.6 Measures to securely store all COUNTY data, including, but not  
18 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
19 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
20 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
21 the term of this Agreement administrative, technical, and physical safeguards and controls  
22 consistent with State and federal security requirements.

## 23 28.2 Security Breach Notification

24 28.2.1 CONTRACTOR shall have policies and procedures in place for the  
25 effective management of Security Breaches, as defined below. In the event of any actual,  
26 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
27 experiences or learns of that either compromises or could reasonably be expected to compromise  
28 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security

1 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
2 notification, CONTRACTOR shall, at its own expense, immediately:

3 28.2.1.1 Investigate to determine the nature and extent of the Security  
4 Breach.

5 28.2.1.2 Contain the incident by taking necessary action, including, but  
6 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
7 security.

8 28.2.1.3 Report to COUNTY the nature of the Security Breach, the  
9 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
10 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
11 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
12 take to prevent future similar unauthorized use or disclosure.

13 28.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
14 determine what actions are necessary in response to the Security Breach and who will perform  
15 these actions. Actions may include, but are not limited to: notifications; investigation and  
16 remediation costs, including notification of all whose personal information was disclosed; outside  
17 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
18 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
19 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
20 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
21 required actions.

22 29. COPYRIGHT ACCESS

23 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have  
24 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and  
25 hereafter, all material developed under this Agreement, including those covered by copyright.

26 30. WAIVER

27 No delay or omission by either party hereto to exercise any right or power accruing upon  
28 any noncompliance or default by the other party with respect to any of the terms of this Agreement

1 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of  
2 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other  
3 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,  
4 condition, or agreement herein contained.

5 31. SERVICES DURING EMERGENCY AND/OR DISASTER

6 31.1 CONTRACTOR acknowledges that service usage may surge during or after an  
7 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
8 urgent, usually unexpected occurrence or event requiring immediate action to protect the health  
9 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
10 property damage, deaths, and/or, injuries to a community. Emergencies and/or disasters as  
11 described above may require resources or support beyond the local government's capability and  
12 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
13 council, county board of supervisors, or State) and may be declared at the federal level by the  
14 President of the United States.

15 31.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
16 service delivery in a manner that assists COUNTY in meeting the needs of s COUNTY identifies  
17 as being impacted by emergencies and/or disasters. Time limited adjustments may include, but  
18 are not limited to: providing services at different location(s), assigning staff to work days or hours  
19 beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs),  
20 reassigning staff to an assignment in which their experience or skill is needed, and prioritizing  
21 services for s as requested by COUNTY.

22 31.3 CONTRACTOR shall service COUNTY during emergencies and/or declared  
23 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.  
24 Compensation of services provided during or after an emergency/disaster shall be calculated by  
25 the same unit rates that apply during non-emergency/disaster conditions. Additional profit margin  
26 as a result of providing services during an emergency or disaster shall not be permitted.

27 32. PUBLICITY, LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

28 32.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use



1 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
2 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
3 without COUNTY's prior written consent is expressly prohibited.

4 32.2 CONTRACTOR may develop and publish information related to this Agreement  
5 where all of the following conditions are satisfied:

6 32.2.1 ADMINISTRATOR provides its written approval of the content and  
7 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
8 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

9 32.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
10 a statement that the program, wholly or in part, is funded through County, State, and Federal  
11 Government funds;

12 32.2.3 The information does not give the appearance that the COUNTY, its  
13 officers, employees, or agencies endorse:

14 32.2.3.1 Any commercial product or service; and

15 32.2.3.2 Any product or service provided by CONTRACTOR, unless  
16 approved in writing by ADMINISTRATOR; and

17 32.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
18 or other publicly available social media sites) to publish information related to this Agreement,  
19 CONTRACTOR shall develop social media policies and procedures and have them available to  
20 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
21 and Procedures as they pertain to any social media developed in support of the services described  
22 within this Agreement. The policy is available on the Internet at  
23 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

24 33. REPORTS

25 33.1 CONTRACTOR shall provide information deemed necessary by  
26 ADMINISTRATOR to complete any State-required reports related to the services provided under  
27 this Agreement.

28 33.2 CONTRACTOR shall maintain records and submit reports containing such data

1 and information regarding the performance of CONTRACTOR's services, costs, or other data  
2 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
3 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
4 written notice to CONTRACTOR.

5 34. ENERGY EFFICIENCY STANDARDS

6 As applicable, CONTRACTOR shall comply with the mandatory standards and policies  
7 relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

8 35. ENVIRONMENTAL PROTECTION STANDARDS

9 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401  
10 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and  
11 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),  
12 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR  
13 assures that:

14 35.1 No facility to be utilized in the performance of the proposed grant has been listed  
15 on the EPA List of Violating Facilities;

16 35.2 It will notify COUNTY prior to award of the receipt of any communication from  
17 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
18 grant is under consideration to be listed on the EPA List of Violating Facilities; and

19 35.3 It will notify COUNTY and EPA about any known violation of the above laws and  
20 regulations.

21 36. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
22 CERTAIN FEDERAL TRANSACTIONS

23 36.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
24 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
25 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
26 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
27 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must  
28 contain, and CONTRACTOR must certify compliance utilizing a form provided by

1 ADMINISTRATOR that cites the following:

2 36.1.1 The definitions and prohibitions contained in the clause at Federal  
3 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
4 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
5 B of this certification.

6 36.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
7 knowledge and belief as of December 23, 1989, that

8 36.1.2.1 No federal appropriated funds have been paid or will be paid to  
9 any person for influencing or attempting to influence an officer or employee of any agency, a  
10 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
11 Congress on his or her behalf in connection with the awarding of any federal contract, the making  
12 of any federal grant, the making of any federal loan, the entering into of any cooperative  
13 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
14 contract, grant, loan or cooperative agreement;

15 36.1.2.2 If any funds other than federal appropriated funds (including  
16 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
17 person for influencing or attempting to influence an officer or employee of any agency, a Member  
18 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
19 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
20 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;  
21 and

22 36.1.2.3 He or she will include the language of this certification in all  
23 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
24 \$100,000 shall certify and disclose accordingly.

25 36.1.3 Submission of this certification and disclosure is a prerequisite for making  
26 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
27 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to  
28 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,

1 and not more than \$100,000, for each such failure.

2 37. POLITICAL ACTIVITY

3 CONTRACTOR agrees that the funds provided herein shall not be used to promote,  
4 directly or indirectly, any political party, political candidate, or political activity, except as  
5 permitted by law.

6 38. TERMINATION PROVISIONS

7 38.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
8 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
9 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any  
10 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of  
11 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable  
12 control, and repeated or continued violations of COUNTY ordinances unrelated to performance  
13 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless  
14 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
15 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

16 38.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
17 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
18 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
19 and pertinent documents. The Transition Period may be modified as agreed upon in writing by  
20 the parties. During the Transition Period, service and data access shall continue to be made  
21 available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in  
22 extracting and/or transitioning all data in the format determined by COUNTY.

23 38.3 In the event of termination of this Agreement, cessation of business by  
24 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
25 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
26 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
27 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
28 Agreement.

1           38.4 The obligations of COUNTY under this Agreement are contingent upon the  
2 availability of federal and/or State funds, as applicable, for the reimbursement of  
3 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
4 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
5 remains in effect or operation. In the event that such funding is terminated or reduced,  
6 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
7 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
8 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
9 notification of such determination. CONTRACTOR shall immediately comply with  
10 ADMINISTRATOR's decision.

11           38.5 If any term, covenant, condition, or provision of this Agreement or the application  
12 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
13 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
14 thereby.

15           39. GOVERNING LAW AND VENUE

16           This Agreement has been negotiated in the State of California and shall be governed by  
17 and construed under the laws of the State of California, without reference to conflict of law  
18 provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and  
19 exclusive venue shall be a court of competent jurisdiction located in Orange County, California,  
20 and the parties hereto agree to and do hereby submit to the jurisdiction of such court,  
21 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree  
22 to waive any and all rights to request that an action be transferred for trial to another county.

23           40. SIGNATURE IN COUNTERPARTS

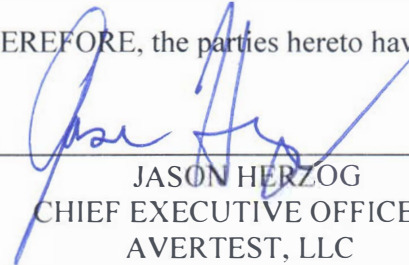
24           40.1 The parties agree that separate copies of this Agreement may be signed by each of  
25 the parties, and this Agreement will have the same force and effect as if the original had been  
26 signed by all the parties.

27           40.2 CONTRACTOR represents and warrants that the person executing this Agreement  
28 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind

1 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
2 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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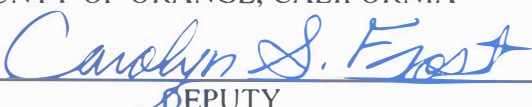
WHEREFORE, the parties hereto have executed this Agreement.

By:  By: \_\_\_\_\_  
 JASON HERZOG CHAIR  
 CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
 AVERTEST, LLC COUNTY OF ORANGE, CALIFORNIA  
 DBA AVERHEALTH

Dated: January 15, 2020 Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
 ATTEST:

\_\_\_\_\_  
 ROBIN STIELER  
 Clerk of the Board  
 Orange County, California

APPROVED AS TO FORM  
 COUNTY COUNSEL  
 COUNTY OF ORANGE, CALIFORNIA  
 By:   
 DEPUTY

Dated: 01/17/20

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
AVERTEST, LLC DBA AVERHEALTH

FOR THE PROVISION OF RANDOM DRUG TESTING SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide Random Drug Testing Services by means of urinalysis to all individuals, hereinafter referred to as “PARTICIPANT/PARTICIPANTS”, referred by the Social Services Agency (SSA) Children and Family Services Division (CFS) of ADMINISTRATOR. PARTICIPANTS to be served include parents and legal guardians of children identified by ADMINISTRATOR to be at risk of abuse and/or neglect, dependent minors/Non-Minor Dependents (NMDs) with a history of substance abuse whose case plan includes required drug testing, PARTICIPANTS whose voluntary case plan includes drug testing, or other PARTICIPANTS referred at the discretion of ADMINISTRATOR.

2. GENERAL SERVICES OVERVIEW

COUNTY will refer PARTICIPANTS to CONTRACTOR for same gender, observed “mid-stream” urine collections at facilities located within and outside of Orange County, and subsequent urinalysis for the purposes of detecting substance abuse. CONTRACTOR shall provide a program wherein PARTICIPANT enrollment and testing frequency is electronically controlled and shall post all test results in CONTRACTOR’s website to be accessible by COUNTY twenty-four (24) hours per day, seven (7) days per week.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,



1 CONTRACTOR shall provide services during the hours listed in Subparagraph 5.4.5.

2 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule  
3 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
4 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
5 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall  
6 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's  
7 holiday schedule and the hours listed in Subparagraph 5.4.5 of this Exhibit A. Any unauthorized  
8 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall  
9 not be reimbursed.

10 4. DEFINITIONS

11 4.1 "Random" testing is defined as a scientifically valid arbitrary selection method used  
12 for the purpose of selecting PARTICIPANTS who are required to submit a urine sample for  
13 analysis on an unplanned and unpredictable basis.

14 4.2 "On-demand" testing is defined as a PARTICIPANT being referred for immediate  
15 (generally the same day) submittal of a urine sample for analysis rather than, or in addition to,  
16 random and/or prescheduled, regular intervals.

17 4.3 "Aversys" is CONTRACTOR's secured, web-based proprietary donor and  
18 specimen management application used to manage: PARTICIPANT enrollment; test date  
19 selection, both random and on-demand; PARTICIPANT notification; chain of custody, both  
20 electronic and paper; lab analysis result reporting; and accounting reports.

21 4.4 "Chain of custody (COC)" refers to the course of action of documenting the  
22 management and storage of a specimen from the moment a donor provides the specimen for the  
23 collector to the final destination of the specimen and the review and reporting of the final test  
24 result.

25 4.5 "Collector" is the person who instructs and assists PARTICIPANTS at a collection  
26 site, who receives and makes an initial inspection of the specimen provided by PARTICIPANTS,  
27 and who initiates and completes the COC.

28 4.6 "False Specimen" is a specimen that is outside the acceptable criteria indicating the

1 specimen was adulterated or substituted as detected at the time of collection.

2 4.7 “Monitored Urine Collection” refers to the process where the CONTRACTOR’s  
3 staff inspects the collection room prior to the PARTICIPANT entering, to ensure there is nothing  
4 that can be used to tamper with the specimen. The PARTICIPANT is asked to empty their pockets,  
5 remove hats, jackets, bulky sweaters and wash their hands. The PARTICIPANT then enters the  
6 collection room, and provides a urine sample. The CONTRACTOR’s staff member remains  
7 outside listening for any irregular or unusual sounds. The CONTRACTOR’s staff member  
8 inspects the collection room after the specimen is provided to ensure nothing has been left behind  
9 and that tampering of the secure items has not occurred.

10 4.8 “Observed Urine Collection” refers to the process where, in addition to the  
11 Monitored Urine Collection protocol, the CONTRACTOR’s staff shall observe the  
12 PARTICIPANTS body for any indication of a mechanism that could be used to tamper with the  
13 specimen. The CONTRACTOR’s staff remains in the collection room with PARTICIPANT while  
14 they provide the urine sample.

## 15 5. CONTRACTOR RESPONSIBILITIES

### 16 5.1 Referrals

17 CONTRACTOR shall:

18 5.1.1 Provide and maintain Aversys database twenty-four (24) hours per day,  
19 seven (7) days per week, at no cost to ADMINISTRATOR, for the purpose of referring  
20 PARTICIPANTS.

21 5.1.2 Receive referrals through Aversys database that will include, at a minimum,  
22 PARTICIPANT’s first and last name, PARTICIPANT’s date of birth, a Personal Identification  
23 Number (PIN), schedule for testing (i.e., testing frequency), program name, and the name and  
24 telephone number of the referring social worker.

### 25 5.2 Random Selection and PARTICIPANT Notification

26 CONTRACTOR shall:

27 5.2.1 Provide and maintain, within Aversys database, an integrated individualized  
28 Random Selection and Notification System for COUNTY to enroll PARTICIPANTS for the

1 purpose of randomly selecting PARTICIPANTS to report for urine collection. At  
2 ADMINISTRATOR's sole discretion, PARTICIPANTS may be required to be randomly selected  
3 at a fluctuating frequency (e.g., two (2) to eight (8) times monthly), at a fixed frequency (e.g., two  
4 (2) times every week) or on-demand, as described in Subparagraph 5.3. ADMINISTRATOR will  
5 specify in Aversys the random selection requirements for each PARTICIPANT. The Aversys  
6 database will use an algorithm to automatically provide an evidence-based random selection  
7 approach that ensures PARTICIPANTS have an equal probability of testing on any given day.  
8 Testing frequency for each PARTICIPANT shall not exceed a maximum of eight (8) times per  
9 month without advance written approval from ADMINISTRATOR.

10 5.2.2 Assign each PARTICIPANT, through Aversys, a PIN unique to each  
11 PARTICIPANT which shall be used to notify each PARTICIPANT of the need to test or not.

12 5.2.3 Provide a mechanism in which ADMINISTRATOR may excuse a  
13 PARTICIPANT from testing on a short or long-term basis. When excused, the PARTICIPANT's  
14 PIN will not be selected.

15 5.2.4 Maintain local area telephone service, at no additional cost to COUNTY,  
16 for enrolled PARTICIPANTS to call each day. Using the unique assigned PIN, the  
17 PARTICIPANT is notified of the need to report that day for drug testing. The announcement shall  
18 be updated each day no later than 12:01 a.m. Pacific Time, shall provide an option to be spoken in  
19 both English and Spanish, and shall state the testing window has closed at the end of the reporting  
20 period.

21 5.2.5 Provide, through Aversys, a Call Log that tracks each PARTICIPANT's call  
22 patterns and calculates a call-in compliance score for each PARTICIPANT.

23 5.2.6 Provide, through Aversys, no-show information that is generated  
24 automatically at the end each day when a PARTICIPANT does not appear to test as required.

### 25 5.3 On-Demand Testing

26 CONTRACTOR shall:

27 5.3.1 Host and maintain, within Aversys, a system for on-demand testing  
28 wherein COUNTY staff will enter PARTICIPANT information and the required date the

1 PARTICIPANT is expected to report for testing. Upon data entry completion, the PARTICIPANT  
2 shall be approved to proceed to an authorized collection site for testing. The authorization will be  
3 valid for only the date the COUNTY staff authorized the on-demand test.

4 5.3.2 Assign the collection an electronic status of “In Process” upon collection  
5 completion. If the collection is not completed within the required time frame, the collection is  
6 assigned an electronic status of no-show, and CONTRACTOR shall advise COUNTY  
7 electronically of the missed on-demand test within twenty-four (24) hours of status assignment.

#### 8 5.4 Facilities

9 CONTRACTOR shall:

10 5.4.1 Maintain a minimum of five (5) urine collection facilities throughout  
11 Orange County; a minimum of three (3) facilities shall be Avertest LLC, dba Averhealth owned  
12 and operated and two (2) additional facilities may be subcontracted. The collection facilities shall  
13 offer a variety of extended service hours, including late night and weekends, to serve male and  
14 female PARTICIPANTS.

15 5.4.2 Arrange for multiple urine collection facilities, with extended service hours,  
16 to serve PARTICIPANTS who reside in counties in California outside of Orange County and  
17 PARTICIPANTS who reside in other states.

18 5.4.3 Serve PARTICIPANTS residing outside of Orange County at either a  
19 CONTRACTOR owned and operated facility or a facility included in their network of  
20 subcontracted providers.

21 5.4.4 Provide PARTICIPANTS the option of providing a urine sample at any  
22 collection facility authorized to provide services under this Agreement.

23 5.4.5 Collect urine samples, as described in Subparagraph 5.5 of this Exhibit A,  
24 at the following locations:

25 Avertest, LLC dba Averhealth

26 3400 Ball Road, Suite 201

27 Anaheim, CA 92804

28 Monday through Friday: 7:00 AM to 7:00 PM

1 Weekends and Holidays: 9:00 AM to 12:00 PM

2  
3 Avertest, LLC dba Averhealth

4 2621 S. Bristol St., Suite 203

5 Santa Ana, CA 92704

6 Monday through Friday: 7:00 AM to 7:00 PM

7 Weekends and Holidays: 9:00 AM to 12:00 PM

8  
9 Avertest LLC, dba Averhealth

10 1200 N. Tustin Ave., Suite 220

11 Santa Ana, CA 92705

12 Monday through Friday: 7:00 AM to 7:00 PM

13 Weekends and Holidays: 9:00 AM to 12:00 PM

14  
15 E&J Medical Services (subcontracted)

16 17024 Magnolia Street

17 Fountain Valley, CA 92708

18 Monday through Friday: 8:00 AM to 7:00 PM

19 Weekends and Holidays: 9:00 AM to 12:00 PM

20  
21 Southland Family Urgent Care (subcontracted)

22 27660 Santa Margarita Pkwy

23 Mission Viejo, CA 92691

24 Monday through Friday: 8:00 AM to 5:30 PM

25 Weekends and Holidays: 9:00 AM to 12:00 PM

26 5.4.6 Provide ADMINISTRATOR notice in writing and by telephone as soon as  
27 possible when any collection facility listed in Subparagraph 5.4.5 will be closed or when hours of  
28 operation are modified, excluding the holiday closures referenced in Subparagraph 3.2 of Exhibit

1 A, for reasons of natural disaster, emergency, riots, or other like events or for local events that  
2 impede normal daily traffic patterns.

3 5.4.7 Provide ADMINISTRATOR a minimum of seven (7) business days  
4 advance written notice when any collection facility listed in Subparagraph 5.4.5 will temporarily  
5 modify their hours of operation or be temporarily closed.

6 5.4.8 Mutually agree with ADMINISTRATOR in writing prior to changing the  
7 facility(ies) and/or location(s) where services shall be provided, number of facilities, and the  
8 service delivery times.

9 5.5 Specimen Collection

10 CONTRACTOR shall:

11 5.5.1 Provide urine specimen collection for all PARTICIPANTS referred by  
12 ADMINISTRATOR.

13 5.5.2 Provide collection sites with Avertest LLC, dba Averhealth collection  
14 supplies, access to electronic COC in Aversys to verify that each PARTICIPANT has been  
15 authorized for services and stock paper COC forms as a backup.

16 5.5.3 Administer drug testing to PARTICIPANTS in strict compliance with the  
17 test type as indicated in Aversys.

18 5.5.4 Refuse to test PARTICIPANTS who appear on days for which they were  
19 not selected to report for random or on-demand testing.

20 5.5.5 Conduct specimen collection at CONTRACTOR's owned and operated  
21 and/or subcontracted facilities.

22 5.5.6 Conduct a check-in process by entering PARTICIPANT's name into  
23 Aversys and verify PARTICIPANT's identity by a valid photo identification.

24 5.5.7 Utilize same gender collectors, trained by the CONTRACTOR, to observe  
25 collection of all randomly-scheduled PARTICIPANT urine specimens, at all collection facilities  
26 within Orange County, to avoid any deliberate attempts by PARTICIPANT to contaminate or  
27 falsify specimens. CONTRACTOR's staff must have an unobstructed view of source of void.  
28 Attempts to falsify specimens shall be reported to the ADMINISTRATOR within twenty-four (24)

1 hours in a format designated by ADMINISTRATOR. The report will include details about the  
2 attempt to falsify the specimen.

3 5.5.8 Observe all urine collections, regardless of PARTICIPANT's age. In the  
4 rare event there is not a same gender collector available, the CONTRACTOR shall perform a  
5 monitored urine collection.

6 5.5.9 Notify ADMINISTRATOR within twenty-four (24) hours via a written  
7 report, in a format approved by ADMINISTRATOR, every incident in which a PARTICIPANT's  
8 urine specimen is not within the normal temperature range which is between ninety (90) and one  
9 hundred (100) degrees fahrenheit.

10 5.5.9.1 In the event a PARTICIPANT's urine specimen is not within  
11 the normal temperature range, CONTRACTOR shall offer PARTICIPANT an opportunity to  
12 provide a second urine sample during the same office visit. If PARTICIPANT successfully  
13 provides a second urine specimen within the normal temperature range, CONTRACTOR shall  
14 send the second specimen to the testing laboratory for analysis. If PARTICIPANT is unable or  
15 refuses to provide a urine specimen during the same office visit, CONTRACTOR shall include  
16 such information in a written report, in a format approved by ADMINISTRATOR. Specimens  
17 that are not within the normal temperature shall not be tested. CONTRACTOR is responsible for  
18 discarding these specimens.

19 5.5.10 Utilize electronic COC forms at each of its collection sites within Orange  
20 County and utilize paper COC only in the event Aversys is non-operational or electronic COC is  
21 otherwise unavailable.

22 5.5.11 Ensure a supply of paper COCs are maintained at each collection facility in  
23 the event Aversys is unavailable due to non-operational system or electronic failure.

24 5.5.12 Utilize established COC procedures in the event legal questions arise, and  
25 to reduce the possibility of mislabeled samples. Such procedures shall include, but are not limited  
26 to, sealed specimen collection cups, tamper proof evidence tape on specimen containers, tamper  
27 proof specimen containers, National Institute of Standards and Technology certified infrared  
28 thermometers, bar codes, and when applicable, an electronic time stamp log of all staff handling

1 specimen(s).

2 5.5.13 If PARTICIPANT is unable to void (e.g., shy bladder), PARTICIPANT will  
3 be advised of their option to make a second attempt later in the day as long as the second attempt  
4 occurs prior to end of the testing window period for that scheduled test date. If the PARTICIPANT  
5 is unable to void after a second attempt, the collection is abandoned and PARTICIPANT will be  
6 reported to ADMINISTRATOR as “Unable to Provide”, meaning PARTICIPANT reported for  
7 testing but failed to provide a urine specimen. CONTRACTOR shall include the information in a  
8 written report, in a format approved by ADMINISTRATOR.

9 5.5.14 Arrange for urine specimens to be picked up from collection facilities on a  
10 daily basis, at no additional cost to COUNTY, Monday through Friday, for delivery to the  
11 laboratory. Urine specimens collected Monday through Friday prior to 4:00 p.m. shall arrive at  
12 the laboratory on the next business day following collection. Specimens collected between the  
13 hours of 4:01 p.m. on Friday through 12:00 midnight on Monday shall be picked up from the  
14 collection facility for delivery to the laboratory on the following Tuesday, excluding holidays  
15 referenced in Subparagraph 3.2 of Exhibit A.

16 5.5.15 Provide lock boxes as needed.

17 5.5.16 Provide all materials such as COCs, vials, gloves, labels, mailer cartons,  
18 etc., at no additional cost to COUNTY.

## 19 5.6 Specimen Analysis

20 CONTRACTOR shall:

21 5.6.1 Perform full screening and confirmation of one (1) of the following panels  
22 for each PARTICIPANT as requested by ADMINISTRATOR via Aversys.

23 5.6.1.1 Panel #1, SSA Standard Drug Panel, including marijuana,  
24 cocaine, expanded opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, and  
25 oxymorphone), phencyclidine, amphetamines, barbiturates, benzodiazepines, methadone,  
26 propoxyphene, and alcohol.

27 5.6.1.2 Panel #2, Illicit Drug Panel Plus ETG, including cocaine,  
28 amphetamines, opiates, marijuana, benzodiazepines and ETG.



1                   5.6.1.3    Panel #3, Opioids, including benzodiazepines, buprenorphine,  
2 cocaine, rotation of fentanyl (34%), meperidine (33%) and tramadol (33%), opiates, oxycodone  
3 and marijuana.

4                   5.6.1.4    Panel #4, Synthetic THC.

5                   5.6.2    At no additional cost to COUNTY, conduct a Breath Alcohol Content  
6 (BAC) test on all PARTICIPANTS that report to “In County” and “Out of County / Avertest LLC,  
7 dba Averhealth Owned and Operated” patient service centers and conduct an ETG test on all  
8 PARTICIPANT samples submitted at an “Out of County / Avertest LLC dba Averhealth In-  
9 Network Facility.”

10                  5.6.3    Add, upon electronic request by ADMINISTRATOR, any one (1) or more  
11 of the following Specialty Drug Add-Ons to any of test panels described above in Subparagraphs  
12 5.6.1.1 through 5.6.1.3:   buprenorphine, carisoprodol, ETG, gabapentin, heroin (specific  
13 immunoassay test), ketamine, Lysergic Acid Diethylamide (LSD), meperidine, neurontin,  
14 tramadol or zolpidem.

15                  5.6.4    Allow ADMINISTRATOR to order, within Aversys, customized test  
16 panels, of varying substances, as needed, to meet PARTICIPANTS’ needs as determined by  
17 ADMINISTRATOR. At the sole discretion of ADMINISTRATOR, such test panels may replace,  
18 for either groups or individuals, any test panel described above in Subparagraphs 5.6.1.1 through  
19 5.6.1.3. Pricing for customized panels shall be at CONTRACTOR’s catalog price.

20                  5.6.5    Allow ADMINISTRATOR the option to rotate panels described in  
21 Subparagraph 5.6.1.

22                  5.6.6    Ensure specimen integrity by visually inspecting all samples to evaluate  
23 color and clarity; evaluating the specimen potential of hydrogen (pH) to ascertain that it falls within  
24 an acceptable range. Each drug screen shall include creatinine and nitrite level tests to check for  
25 dilution and commercial adulterants.

26                  5.6.7    Test specimens with creatinine values less than 20.0 mg/dl and greater than  
27 5.0 mg/dl for specific gravity using a three (3) decimal place refractometer on the initial aliquot.  
28 Specimens with creatinine in the range of 5.1 – 19.9 mg/dl and specific gravity equal to 1.002 shall

1 be reported as dilute.

2 5.6.8 Ensure all urine specimens are tested exclusively by a laboratory certified  
3 by the Substance Abuse and Mental Health Services Administration (SAMHSA) or accredited by  
4 the College of American Pathologists for Forensic Drug Testing (CAP-FDT).

5 5.6.8.1 Maintain certification of laboratory by SAMHSA or  
6 accreditation by the CAP-FDT, thus making the laboratory authorized for urine specimen testing  
7 under this Agreement.

8 5.6.9 The minimum drug screening sensitivity limits are as follows:

Drug/Metabolite	Ng/mL Screening <sup>(1)</sup>	Ng/mL (LC MS/MS) <sup>(2)</sup>
Marijuana Metabolite	20	5
Cocaine Metabolite	300	25
Opiates:	300	N/A
Morphine		50
Codeine		50
6-Acetylmorphine		5
Expanded Opiates:		
Hydrocodone		50
Hydromorphone		50
Oxycodone		50
Phencyclidine	25	12
Amphetamine:	1000	
Amphetamine	N/A	125
Methamphetamine	N/A	125
MDMA (Ecstasy)		50
Barbiturates:	200	
Amobarbital		100
Butalbital		100
Pentobarbital		100
Phenobarbital		100
Secobarbital		100
Benzodiazepines:	200	
Alprazolam Metabolite		50
Triazolam Metabolite		50
Flurazepam Metabolite		50
Lorazepam		50
Nordiazepam		50
Oxazepam		50
Temazepam		50

Methadone	300	25
Propoxyphene:	300	25

(1) Nanograms per milliliter

(2) Liquid chromatography- mass spectrometry, mass spectrometry

5.6.10 Provide upon electronic test requisition, drug testing for substance(s) not identified in Subparagraph 5.6.9 of this Exhibit A.

5.6.11 Use laboratory tests developed in accordance with CAP-FDT standards for the primary drug screening step. Once a presumptive screen-positive result has been obtained, confirmation by Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS) shall be used as the confirmatory test for all drugs.

5.6.12 Provide, upon COUNTY request, a minimum of two (2) re-tests per month at no additional cost to COUNTY.

5.6.13 Appear and testify at Orange County Juvenile Court hearings, when subpoenaed.

5.6.14 Maintain safeguards that meet the requirements of the Health Insurance Portability and Accountability Act of 1996 to ensure confidentiality of PARTICIPANTS and test results.

5.6.15 Pay for all shipping and delivery costs related to services required under this Agreement.

#### 5.7 Report of Findings

CONTRACTOR shall:

5.7.1 Post all test results to Aversys in a printer-friendly format and make available to ADMINISTRATOR twenty-four (24) hours per day, seven (7) days per week. Aversys shall be secured via a Secure Sockets Layer connection, 128 bit encryption.

5.7.2 Allow COUNTY option to receive, via Aversys, immediate notification of positive BAC test results or have BAC results included along with other substances in individual reports as described below in Subparagraph 5.7.7.

5.7.3 Ensure that Aversys allows different levels of security for accessing data.

1           5.7.4 Ensure that Aversys maintains a full audit trail for all entries in each  
2 accession record that includes, but shall not be limited to, each individual who entered or retrieved  
3 data at each COC step.

4           5.7.5 Post screen negative results on Aversys within twenty-four (24) hours upon  
5 the specimen's arrival at testing laboratory.

6           5.7.6 Post screen positive results, following confirmation procedures, on Aversys  
7 within seventy-two (72) hours upon the specimen's arrival at testing laboratory.

8           5.7.7 Ensure each individual report shall contain, at a minimum, the following  
9 information: PARTICIPANT's name, PIN, assigned social worker's name, account name, specific  
10 CFS Program that made the referral, collection date, testing date, report date, analysis of test result,  
11 detected substance(s) and quantitative levels of detected substance(s) when the test result is  
12 positive, testing method, and a notation of any testing irregularity, including, but not limited to:

13                   5.7.7.1 Urine specimen was not within the normal temperature range at  
14 the time of the collection;

15                   5.7.7.2 Specimen is diluted or adulterated; and

16                   5.7.7.3 Specimen is not consistent with human urine.

17           5.7.8 Provide COC information on Aversys for each specimen collection,  
18 including, but not limited to, donor name, collection location and date, collector's name, accession  
19 number, shipped and delivered dates, delivery location, and test panel.

20           5.7.9 Provide interpretation of test results within two (2) business days of initial  
21 request by ADMINISTRATOR.

22           5.7.10 Report acceptable range for creatinine and specific gravity of urine samples  
23 with results adjacent for reference.

24           5.8 Specimen Storage

25                   CONTRACTOR shall:

26                   5.8.1 Store all negative samples at room temperature, consistent with industry  
27 standards, for a minimum period of five (5) business days. All positive samples shall be frozen  
28 and stored for a minimum period of one (1) year. COUNTY may periodically request a random

1 selection of up to four (4) samples per quarter from storage, with test results standard substances,  
2 for analysis by a SAMSHA certified and/or CAP-FDT accredited laboratory within  
3 CONTRACTOR's network as a means of quality control, at no additional cost to COUNTY.

#### 4 5.9 Training

5 CONTRACTOR shall:

6 5.9.1 Ensure all Avertest, LLC dba Averhealth and subcontracted collection site  
7 staff are trained and adhere to urine sample collection guidelines specified in Subparagraph 5.5 of  
8 this Exhibit A.

9 5.9.2 Provide initial training to specimen collectors that entail a review of written  
10 procedures, the completion of mock collections, role playing, shadowing an experienced collector,  
11 and passing written exams.

12 5.9.3 Provide, at a minimum, quarterly training to collection sites specified in  
13 Subparagraph 5.4.1, or whenever new staff is hired, on topics to include sample collection,  
14 confidentiality, privacy, adulteration and tampering, "shy bladder," confiscating devices, incident  
15 reports, de-escalation tactics, and treating PARTICIPANTS with respect and dignity.

16 5.9.4 Provide training on Aversys COC processing for each urine collection  
17 facility and ensure each collection facility will maintain an adequate supply of paper COC forms  
18 as a back-up method in the event of technological difficulties.

19 5.9.4.1 Provide all subcontracted collection facilities not using Aversys  
20 a copy of CONTRACTOR's Training Manual with instructions of the proper completion of paper  
21 COC forms.

22 5.9.5 Require each subcontractor to sign an agreement that acknowledges  
23 adherence to CONTRACTOR's collection procedures and service standards.

24 5.9.6 Provide annual, in-person training sessions, at a minimum of one (1) hour  
25 per session for COUNTY staff, as requested by ADMINISTRATOR, at COUNTY location(s) to  
26 be mutually agreed upon by both parties. Training topics shall include, but not be limited to,  
27 specimen collection and COC procedures, testing protocols, basics of drug testing, instruction on  
28 using Aversys and frequently asked questions. Training topics shall be mutually agreed upon by

1 CONTRACTOR and ADMINISTOR prior to each training session.

2 5.9.7 Provide Help Desk Technical Support from 8:00 a.m. – 5:00 p.m., Pacific  
3 Time, Monday through Friday, to provide assistance with usage of CONTRACTOR’s website.

4 5.9.8 Provide advance notice to ADMINISTRATOR by posting on Aversys prior  
5 to implementing changes to Aversys that will impact how ADMINISTRATOR accesses the data  
6 required by this Agreement.

7 5.10 Quality Assurance

8 CONTRACTOR shall:

9 5.10.1 Conduct a quarterly, in-person quality assurance review of each  
10 subcontracted collection facility located in Orange County and referenced in Subparagraph 5.4.5  
11 of this Exhibit A, and provide applicable training when necessary, to ensure collection facility staff  
12 are trained on the contractual obligations for service delivery to PARTICIPANTS.  
13 CONTRACTOR shall provide ADMINISTRATOR a written summary of each visit.

14 5.10.1.1 The written summary shall include a synopsis of strengths  
15 and/or concerns regarding the subcontractor’s provision of services per the contractual obligations,  
16 including but not limited to; adhere to hours of operations, referral procedures; random selection  
17 and PARTICIPANT notification, on-demand testing procedures; specimen collections; specimen  
18 analysis; reporting of findings and specimen storage.

19 5.10.2 Conduct a Secret Shopper quality control check at least once annually or  
20 more frequently by mutual agreement, at each of the five (5) facilities referenced in Subparagraph  
21 5.4.5 of this Exhibit A. The Secret Shopper will be trained on check-in, collection and COC  
22 procedures, tactics involving urine substitution, adulteration, and bribes. The Secret Shopper will  
23 provide a report of findings to CONTRACTOR. In the event the findings result in corrective  
24 action training and/or disciplinary action, including and up to termination, CONTRACTOR shall  
25 provide a copy of the report of findings and action taken by CONTRACTOR.

26 5.10.3 Ensure that an Avertest, LLC dba Averhealth management level employee  
27 will conduct quarterly site visits of Orange County collection sites.

28 5.10.4 Develop, in conjunction with ADMINISTRATOR, a survey to elicit

1 feedback from referring social workers regarding their satisfaction with services delivered under  
2 this Agreement. The survey shall be sent to twenty-five (25) social workers per quarter.  
3 CONTRACTOR shall send survey results to ADMINISTRATOR on a quarterly basis.

4 5.10.5 Meet with ADMINISTRATOR at a minimum, on a semi-annual basis, on  
5 dates mutually agreed upon by both parties to review service delivery issues.

6 5.10.6 Provide a local manager, who is available 8:00 a.m. to 5:00 p.m., Pacific  
7 Time, Monday through Friday, to act as a liaison for service delivery issues.

8 5.10.7 Cooperate with ADMINISTRATOR in establishing and meeting  
9 performance outcomes as they may be developed and implemented throughout the term of this  
10 Agreement.

11 5.11 Reports

12 CONTRACTOR shall:

13 5.11.1 Make available via Aversys, the following reports:

14 5.11.1.1 A report that shall be available twenty-four (24) hours per day,  
15 seven (7) days per week, that shall include, but not be limited to, the names and dates of birth of  
16 all PARTICIPANTS currently enrolled in the random selection program; COUNTY-provided drug  
17 testing identification number; program name under which each PARTICIPANT is enrolled; the  
18 name of each PARTICIPANT's assigned social worker; PIN; testing frequency; test panel(s), as  
19 applicable; and service start date.

20 5.11.1.2 A report of PARTICIPANTS who collectively failed to appear  
21 for random testing, when applicable. The report title shall include the date of the actual failure(s)  
22 to appear, and shall not include the date the samples were pooled or the date the report was  
23 generated.

24 5.11.1.3 A Donor History Report, for each individual PARTICIPANT,  
25 that includes, but is not limited to, the PARTICIPANT's name and date of birth; scheduled and  
26 on-demand test dates; urine specimen collection dates; results of each scheduled and/or on-demand  
27 test date such as excused, no-show, negative or positive; detected amount for positive results, and  
28 notes of any urine specimen collection or testing irregularity, if applicable.

1                   5.11.1.4 A monthly statistical report, covering the period from the first  
2 day to the last day of each calendar month, that includes but is not limited to the following data  
3 elements, segregated by program names:

4                   5.11.1.4.1 Number of urine specimen collections performed,

5                   5.11.1.4.2 Number of tests completed,

6                   5.11.1.4.3 Number of diluted samples,

7                   5.11.1.4.4 Number of oxidant samples,

8                   5.11.1.4.5 Number of rejected samples,

9                   5.11.1.4.6 Number of negative results and

10                  5.11.1.4.7 Number of positive confirmations.

11                  5.11.2 Provide a monthly invoice report that shall include, but not be limited to,  
12 the names of all PARTICIPANTS served during the month, their urine collection dates, urine  
13 sample identification and control numbers, PINs, description of services billed, and the fee of each  
14 service billed.

15                  5.11.3 Complete ADMINISTRATOR's Special Incident Report, in the event there  
16 is any incident of unusual, aggressive, or high-risk behavior by a PARTICIPANT, or there are any  
17 injuries suffered by any party during the service delivery, provided CONTRACTOR observes or  
18 is made aware of any incidents of unusual, aggressive, or high-risk behavior by a PARTICIPANT,  
19 or CONTRACTOR observes or is made aware of any injuries suffered by any party during the  
20 service delivery.

21                  5.11.3.1 CONTRACTOR shall use the Special Incident Report form  
22 provided by ADMINISTRATOR to report incidents described in Subparagraph 5.11.3. However,  
23 CONTRACTOR may use its own Special Incident Report or report by another name, to report to  
24 ADMINISTRATOR minor incidents such as a PARTICIPANT behaving in a disruptive manner,  
25 using profane language, refusing to adhere to observe urine collection protocols (e.g., not washing  
26 hands, failure to provide identification, etc.).

27                  5.11.3.2 CONTRACTOR shall provide ADMINISTRATOR a report that  
28 clearly identifies specific information regarding the special incident by secured email, such as



1 Secure Communication Management System, within twenty-four (24) hours of incident.

2 5.11.4 Ensure reports shall be prepared in a format approved by  
3 ADMINISTRATOR. ADMINISTRATOR and CONTRACTOR may mutually agree in writing  
4 to add, delete, waive, or otherwise modify reporting requirements as stated in this Paragraph.

5 6. COUNTY RESPONSIBILITIES

6 COUNTY shall:

7 6.1 Enter and manage PARTICIPANT data in Aversys, including, but not limited to,  
8 PARTICIPANTS' identification information; name and telephone number of assigned social  
9 worker; primary testing location; testing frequency, either random and/or on-demand; required test  
10 panel(s); start and end service dates; and dates PARTICIPANT is excused from being randomly  
11 selected.

12 6.2 Obtain either written consent from both PARTICIPANT and PARTICIPANT's  
13 attorney before referring any court ordered PARTICIPANT to CONTRACTOR, for observed  
14 collection of the urine sample or, in the alternative, a court order which specifies that the collection  
15 of the sample must be observed. For any non-court ordered PARTICIPANTS referred to  
16 CONTRACTOR, COUNTY will obtain a written consent from PARTICIPANT or Guardian Ad  
17 Litem for minors for the observed collection of the urine sample.

18 6.3 Provide consultation and technical assistance, and monitor CONTRACTOR's  
19 performance in meeting the terms of this Agreement.

20 6.4 Evaluate CONTRACTOR's performance based on the terms of this Agreement, at  
21 minimum, on an annual basis or more frequently, as determined by ADMINISTRATOR.

22 6.5 Inform PARTICIPANT of the requirement to test on-demand and where to report  
23 for testing.

24 6.6 Conduct on site visits annually or more frequently, as determined by  
25 ADMINISTRATOR.

26 7. STAFF

27 7.1 CONTRACTOR shall send appropriate staff to attend an orientation session and  
28 subsequent training sessions provided by ADMINISTRATOR as required.

1           7.2     CONTRACTOR shall provide the following described staff positions:

2                   7.2.1   Local Manager

3                                 Duties:

4                                 7.2.1.1   Acts as liaison with COUNTY for any/all programmatic issues  
5 and concerns. Serve as point of contact to arrange for services to be provided to PARTICIPANTS  
6 residing outside of Orange County.

7                                 7.2.1.2   Manage daily operations of patient service centers (PSC) within  
8 a specified area.

9                                 7.2.1.3   Provide leadership and management to ensure that the mission  
10 and core values of the CONTRACTOR are practiced within the PSCs.

11                                7.2.1.4   Directly supervise and manage collection staff.

12                                7.2.1.5   Serve as the day-to-day point of contact for PARTICIPANTS.

13                                7.2.1.6   Conduct customer training sessions for PSC staff.

14                                7.2.1.7   Proactively identify, address, and resolve any issues at PSCs or  
15 with PARTICIPANTS.

16                                7.2.1.8   Schedule CONTRACTOR's staff to ensure services are  
17 provided during CONTRACTOR's hours of operation.

18                                7.2.1.9   Assist the CONTRACTOR's training team with training  
19 initiatives at PSCs.

20                                7.2.1.10  Interview candidates to fill vacant positions at PSCs.

21                                 Minimum Qualifications:

22                                7.2.1.11  Associate degree preferred or a minimum of one (1) year of  
23 experience in the field of drug collection and/or testing.

24                                7.2.1.12  Minimum of two (2) years of experience in a leadership and  
25 management role.

26                                7.2.1.13  Excellent oral and written communication skills.

27                                7.2.1.14  Excellent management and people skills.

28                   7.2.2   Collector

Duties:

7.2.2.1 Identify PARTICIPANT via a valid picture identification.

7.2.2.2 Perform all COC procedures.

7.2.2.3 Provide instruction to PARTICIPANTS on specimen collection procedures.

7.2.2.4 Directly observe collection of urine specimens as specified in Subparagraph 4.8 of this Exhibit A.

7.2.2.5 Identify, seal and package urine specimens as specified in Subparagraph 5.5 of this Exhibit A.

Minimum Qualifications:

7.2.2.6 High school diploma or equivalent.

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