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FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
AVERTEST, LLC DBA AVERHEALTH  
FOR THE PROVISION OF RANDOM DRUG TESTING SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CPY0319 between the parties hereto, hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and AVERTEST, a Virginia Limited Liability Company (LLC) dba Averhealth, qualified to transact interstate business in the State of California, hereinafter referred to as “CONTRACTOR.” This Amendment shall be administered by the County of Orange Social Services Agency, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, on July 1, 2019, COUNTY and CONTRACTOR entered into an Agreement for the provision of Random Drug Testing Services, for the period of July 1, 2019 through June 30, 2019;

WHEREAS, COUNTY desires to increase the maximum contractual obligation amount and specify the maximum testing frequency for each CLIENT; and

WHEREAS, CONTRACTOR agrees to such modification and to continue to provide such services under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1 1. Subparagraph 19.1 of the Agreement is hereby amended to read as follows:

2 "19.1 Maximum Contractual Obligation

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

5 2. Subparagraph 4.2.1 of Exhibit A is hereby amended to read as follows:

6 "4.2.1 Host and maintain, within Aversys, an integrated individualized Random Selection  
7 Engine and Notification System for COUNTY to enroll CLIENTS for the purpose of randomly  
8 selecting CLIENTS to report for urine collection. At ADMINISTRATOR's sole determination,  
9 CLIENTS may be required to be randomly selected at a fluctuating frequency (e.g., two (2) to  
10 eight (8) times monthly), at a fixed frequency (e.g., two times every week) or on-demand, as  
11 described in Subparagraph 4.3. ADMINISTRATOR will specify in Aversys the random  
12 selection requirements for each CLIENT. Aversys program will use an algorithm to  
13 automatically provide an evidence based random selection approach that ensures CLIENTS have  
14 an equal probability of testing on any given day. Testing frequency for each CLIENT shall not  
15 exceed a maximum of eight (8) times per month without advance written approval from  
16 ADMINISTRATOR."

17 3. All other terms and conditions of the Agreement shall remain the same and in full force and  
18 effect.

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WHEREFORE, the parties hereto have executed this First Amendment to Agreement dated

February 20, 2019,

By:   
JASON HERZOG  
CHIEF EXECUTIVE OFFICER  
AVERTEST, LLC  
DBA AVERHEALTH

By: \_\_\_\_\_  
CHAIR  
OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: January 15, 2020

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD  
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