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1. TERM

The term of this Agreement shall commence on July 1, ~~2020~~2021, and terminate on June 30, ~~2021~~2024, unless earlier terminated pursuant to the provisions of Paragraph 39 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement may be renewed thereafter for two (2) additional one-year terms upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and

supplies, as described in the Exhibits to the Agreement between County of Orange and <CONTRACTOR>, for the Provision of Drug Testing Services, attached hereto and incorporated herein by reference: Exhibit A relating to General Drug Testing Services applies to Patch, Random, and Secure Continuous Remote Alcohol Monitoring Continuous Alcohol Monitoring (SCRAM CAM) Testing; Exhibit B relating to Patch Testing; Exhibit C relating to Random Drug Testing; and Exhibit D relating to SCRAM CAM Testing. CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibits A, and as applicable Exhibits B, C, or D, to the Agreement between County of Orange and _____, for the Provision of Drug Testing Services, attached hereto and incorporated herein by reference.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 24 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as “State”), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations,

rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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

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

6.2 Change of Ownership

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

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in

writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

7.1.1 Subcontracts of \$50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

7.1.2 Subcontracts in excess of \$50,000

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

7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the

term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement.

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

- 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

8.2 Change in Form of Business Organization

If, during the term of this Agreement, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact

services provided through this Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

8.3 Name Change

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

9. NON-DISCRIMINATION

9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

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

9.3 Non-Discrimination in Employment

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

9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color,

national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
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 clients 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:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office of Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100
San Francisco, CA 94103
Customer Response Center: (800) 368-1019

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

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

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

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

10. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contracts Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: <CONTACT NAME>
<NAME OF CONTRACTOR>
<ADDRESS>
<CITY>, <STATE> <ZIP>

10.2 All notices shall be deemed effective when in writing ~~and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. The parties each may designate by written~~

~~notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent, and when:~~

~~10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in the Subparagraph 10.1;~~

~~10.2.2 Sent by Email;~~

~~10.2.3 Faxed and transmission confirmed; or~~

~~10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.~~

~~10.210.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.~~

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

13. INSURANCE

13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to

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

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

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

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

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

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

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

13.5 Qualified Insurer

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

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

13.7 The policy or policies of insurance maintained by CONTRACTOR for Patch services shall provide 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
Workers’ Compensation	Statutory
Employer’s Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

If CONTRACTOR for Patch services offers mobile services, they shall also provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
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Automobile Liability including coverage for owned, non-owned and hired vehicles \$1,000,000 per occurrence

- 13.8 The policy or policies of insurance maintained by CONTRACTOR for Random Drug Testing services shall provide 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
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

- 13.9 The policy or policies of insurance maintained by CONTRACTOR for SCRAM CAM services shall provide 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
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

- 13.10 Required Coverage Forms

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

13.10.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

- 13.11 Required Endorsements

13.11.1 Commercial General Liability policy shall contain the following

endorsements, which shall accompany the Certificate of Insurance:

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

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

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

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

13.11.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.12 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

13.14 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a

copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.

- 13.15 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability and/or Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.
- 13.16 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 13.17 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.
- 13.18 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified CONTRACTOR.
- 13.19 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.20 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 13.21 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

- 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.
 - 14.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
 - 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.
 - 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
 - 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.
 - 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.
15. CONFLICT OF INTEREST
- 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

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

16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

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

18. BREACH SANCTIONS

18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

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

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

- 18.4 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.3 above.
- 18.5 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

19. PAYMENTS

19.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$4,800,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

19.1.1 \$1,600,000 for July 1, 2021 through June 30, 2022;

19.1.2 \$1,600,000 for July 1, 2022 through June 30, 2023; and

~~19.1.1~~19.1.3 \$1,600,000 for July 1, 2023 through June 30, 2024.

19.2 Allowable Costs and Usage

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, the rates identified in Subparagraph 5.1 of Exhibit B for Patch services, and the rates identified in Subparagraph 5.1 of Exhibit C for Random Drug Testing services, and rates identified in Subparagraphs 5.1.2 and 5.1.3 of Exhibit D for SCRAM CAM services. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price referenced above, regardless of the number of referrals from COUNTY.

19.3 Claims

19.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 19.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day,

Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

19.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 23 of this Agreement.

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

19.3.4 Year-End and Final Claims

19.3.4.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June ~~to accommodate COUNTY's fiscal year-end close process,~~ which shall require CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15th of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

19.3.4.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year

may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

19.3.4.3 The basis for final settlement shall be the actual allowable costs as defined in Title 48 CFR Section 31.2, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

20. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

21. OUTSTANDING DEBT

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

22. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Agreement, which shall summarize the activities and services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

23. RECORDS, INSPECTIONS, AND AUDITS

23.1 Financial Records

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

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

23.2 Client Records

23.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

23.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the

records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 39.2.

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

23.3 Public Records

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

23.4 Inspections and Audits

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

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

23.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY,

or COUNTY's designee, necessary to obtain CONTRACTOR's books and records.

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

23.5 Evaluation Studies

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

24. PERSONNEL DISCLOSURE

24.1 This Paragraph 24 applies to all of CONTRACTOR's personnel providing services through this Agreement (hereinafter referred to as "Personnel").

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

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

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

24.2.3 The professional degree, if applicable, and experience required for each position; and

24.2.4 The language skill, if applicable, for all Personnel.

24.3 Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring

or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Agreement.

- 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 24.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Agreement.
- 24.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 24.4 and 24.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.
- 24.7 In the event a record is revealed through the processes described in Subparagraphs 24.4 and 24.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.
- 24.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 24.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the

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

- 24.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 24.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 24.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Agreement.
- 24.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 24 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

25. EMPLOYMENT ELIGIBILITY VERIFICATION

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

against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

26. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

27. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

28. CONFIDENTIALITY

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

28.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement.

CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.

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

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

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

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

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

29. SECURITY

29.1 Security Requirements

29.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this

Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

- 29.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.
- 29.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.
- 29.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.
- 29.1.1.4 Firewall protection.
- 29.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.
- 29.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

29.2 Security Breach Notification

- 29.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either

compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

29.2.1.1 Investigate to determine the nature and extent of the Security Breach.

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

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

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

30. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and

hereafter, all material developed under this Agreement, including those covered by copyright.

31. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

32. SERVICES DURING EMERGENCY AND/OR DISASTER

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

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

32.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after

an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

33. PUBLICITY, LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

- 33.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.
- 33.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:
- 33.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;
- 33.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;
- 33.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
- 33.2.3.1 Any commercial product or service; and
- 33.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and
- 33.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR.

CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

34. REPORTS

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

34.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

35. ENERGY EFFICIENCY STANDARDS

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

36. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

37. CERTIFICATION REGARDING LOBBYING AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

37.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that ~~cites the following:~~ includes the text below in Subparagraphs 37.1.1 - 37.1.1.4.

37.1.1 ~~The offeror, by signing its offer, hereby~~ The undersigned certifies to the best of his or her knowledge and belief that:

37.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

37.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

37.1.1.3 ~~He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and~~

~~disclose accordingly.~~ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

37.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

38. POLITICAL ACTIVITY

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

39. TERMINATION PROVISIONS

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

39.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service

responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

- 39.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.
- 39.4 The obligations of COUNTY under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum funding obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.
- 39.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

40. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located

WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: _____	By: _____
(NAME OF AUTHORIZED PERSON)	CHAIRWOMAN
(TITLE OF AUTHORIZED PERSON)	OF THE BOARD OF SUPERVISORS
(NAME OF PROVIDER)	COUNTY OF ORANGE, CALIFORNIA

Dated: _____	Dated: _____
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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: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<NAME OF CONTRACTOR>
FOR THE PROVISION OF DRUG TESTING SERVICES
GENERAL DRUG TESTING

1. **POPULATION TO BE SERVED**

1.1 CONTRACTOR shall provide services to individuals referred by ADMINISTRATOR. Individuals will hereinafter be referred to as “CLIENT/CLIENTS.” CLIENTS include parents and legal guardians of children identified to be at risk of abuse and/or neglect and dependent minors/Non-Minor Dependents (NMDs) with a history of substance abuse whose case plan includes drug testing services.

1.1.1 CLIENTS requiring this service may have unresolved substance abuse and may also reside outside of Orange County such as: Los Angeles, Riverside, San Diego, and San Bernardino counties.

2. **DEFINITIONS**

2.1 Aliquot – a portion of a urine specimen used for testing.

2.2 Adulterated Specimen – a specimen that has been altered as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen, or showing an abnormal concentration of an endogenous substance.

2.3 Alcohol Monitoring Systems, Inc. (AMS) – the developer and owner of SCRAM Systems®, manufacturer of the SCRAM CAM Bracelet and host of SCRAMNet™.

2.4 Base Station – a device that receives data stored in the SCRAM CAM Bracelet. Data is typically transmitted and stored in the SCRAM CAM Bracelet to the base station by either a telephone landline or Ethernet connection.

2.5 Children and Family Services (CFS) Resource Development and Management

- (RDM) – a unit of staff within the CFS Division of SSA who coordinate referrals and authorize/terminate contracted services at the request of CLIENTS’ Senior Social Workers (SSW).
- 2.6 Chain-of-Custody Procedures – an established protocol that documents the management and storage of a urine specimen or Patch to ensure the integrity of each specimen/Patch from the moment a CLIENT provides the specimen/Patch to the final destination of the specimen/Patch and the review and reporting of the final test result.
- 2.7 Chain-of-Custody Documents – forms used to document the control and security of the specimens and Patches. The document may account for an individual urine specimen or Patch, or batch of urine specimens or Patches, and must include the name and signature of each individual who handled the specimen(s) or Patch(es) and the date and purpose of the handling.
- 2.8 Confirmatory Drug Test – a second analytical procedure performed on a separate aliquot of a urine specimen to identify and quantify a specific drug or drug metabolite.
- 2.9 Confirmatory Specimen Validity Test – a second test performed on a separate aliquot of a urine specimen to further support a specimen validity test result.
- 2.10 Cutoff – the analytical value (i.e., drug or drug metabolite concentration) used as the decision point to determine a result (i.e., negative, positive, adulterated, substituted) or the need for further testing.
- 2.11 Daily Action Plan – a notification sent from AMS to the CONTRACTOR to communicate an issue of importance such as, but not limited to, confirmation of alcohol ingestion by the CLIENT, evidence of bracelet tampering, or bracelet/base station malfunction.
- 2.12 Diluted Specimen – a urine specimen with creatinine and specific gravity values that are lower than expected but are still within the physiologically producible ranges of human urine.
- 2.13 Forensic Drug Test – drug testing that is done for the purpose of being used as evidence in legal proceedings and have a number of stringent requirements, including a secondary test to confirm positive results.

- 2.14 Gender Identity – an individual’s internal sense of being male or female, which may be different from an individual’s sex assigned at birth.
- 2.15 MultiConnect – a product of AMS that provides cellular service through a device and functions as a personal hotspot which permits the CLIENT to connect the SCRAM CAM Bracelet to the base station without traditional connectivity paths (i.e., telephone land line or Ethernet).
- 2.16 Monitored Urine Collection – refers to the process where the CONTRACTOR’s staff inspects the collection room prior to the CLIENT entering, to ensure there is nothing that can be used to tamper with the specimen. The CLIENT is asked to empty their pockets, remove hats, jackets, bulky sweaters and wash their hands prior to providing a specimen. The CLIENT then enters the collection room, and provides a urine sample. The CONTRACTOR’s staff remains outside the collection room listening for any irregular or unusual sounds (e.g., crinkling of plastic container, rustling of paper, object dropping on floor or in toilet). The CONTRACTOR’s staff inspects the collection room after the specimen is provided to ensure nothing has been left behind and that tampering of the secure items has not occurred.
- 2.17 Monitoring Day(s) – the days in which CLIENTS wear SCRAM CAM Bracelet and their alcohol consumption is continuously monitored.
- 2.18 Non-Sober Day(s) – any date upon which the SCRAM CAM Bracelet detects and AMS confirms a measurable amount of ingested alcohol, distinguishable from environmental alcohol (e.g., spilled gasoline or aerosol spray).
- 2.19 Observed, Same Gender Sample Collections – refers to specimen collectors who are required to maintain a direct line of sight when conducting a sample collection and use strict protocols to ensure no potential for substitution or adulteration. The collector, whose gender identity must be the same as the CLIENT’s gender identity, remains in the collection room with the CLIENT and observes the CLIENT while the CLIENT urinates and provides the urine specimen.
- 2.20 On-Demand Testing – when a CLIENT is referred for immediate (generally the same day) testing and submittal of a urine specimen for analysis rather than, or in addition to, random intervals.

- 2.21 Overlay – a polyurethane protective film cover manufactured by PharmChem that is applied over a Patch and can be used to extend the wear time and prevents excessive sweat from affecting the Patch adhesive.
- 2.22 PharmChem – manufacturer of PharmChek® Drug of Abuse Sweat Patch.
- 2.23 Random Drug Testing – a scientifically valid arbitrary selection method used for the purpose of selecting CLIENT who are required to submit a urine specimen for analysis on an unplanned and unpredictable basis.
- 2.24 SCRAM® – Secure Continuous Remote Alcohol Monitor.
- 2.25 SCRAM Activity Report – a report generated by AMS and posted in SCRAMNet™ on the detection and confirmation of alcohol use and/or evidence of device tampering.
- 2.26 Secure Continuous Remote Alcohol Monitoring Continuous Alcohol Monitoring (SCRAM CAM) – a transdermal continuous alcohol monitoring testing program developed and owned by AMS.
- 2.27 SCRAM CAM Bracelet – a device installed on an ankle of a CLIENT participating in the SCRAM CAM program. The bracelet operates twenty-four (24) hours a day, seven (7) days a week with transdermal readings occurring approximately every thirty (30) minutes.
- 2.28 SCRAMNet™ – a secured web-based application hosted by AMS in which SCRAM CAM data is stored and accessed by authorized users of monitoring agencies.
- 2.29 Secured Communications Management System (SCMS) – a secured website hosted by SSA used to send and receive documents containing confidential CLIENT information.
- 2.30 Senior Social Worker (SSW) – an SSA social worker staff who is assigned to a CLIENT.
- 2.31 Specific Gravity – a measure of the density of a substance compared to the density of water.
- 2.32 Specimen Validity Testing – used to ensure the integrity of the test by measuring pH, creatinine, and specific gravity, and testing for adulterants that may be added to the urine specimen.

2.33 Substituted Specimen – a urine specimen that has been submitted in place of the CLIENT’s urine, as evidenced by creatinine and specific gravity values that are outside the physiologically producible ranges of human urine.

2.34 Tampering Episode for SCRAM – when the SCRAM CAM bracelet detects and AMS confirms attempted tampering. The SCRAM CAM bracelet is equipped with “Anti-Tamper Technology,” which includes five (5) sensors that detect when the bracelet has been cut, removed, or obstructed. Any attempt to tamper with the bracelet is immediately detected by the SCRAM CAM system.

2.12.35 Violation and Tamper Report – a non-compliance report generated by AMS and posted in SCRAMNet™ that combines all collected data related to an alcohol or tamper event.

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, CONTRACTOR shall provide services <DAYS>, from <HOURS>, except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

3.2 CONTRACTOR’s holiday schedule shall not exceed COUNTY’s holiday schedule which is as follows: New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY’s holiday schedule and the hours listed in Subparagraph 3.1 of Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18 of this Agreement, and shall not be reimbursed. Failure of CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon itself all fiscal obligations related to non-County holiday(s) and shall be deemed in material breach of this Agreement for services not provided by CONTRACTOR during unapproved holiday(s).

- 3.3 CONTRACTOR shall provide ADMINISTRATOR advance written notice and by telephone when any collection facility listed in Subparagraph 4.1 of Exhibit B, Subparagraph 4.5 of Exhibit C, and Subparagraph 4.1 of Exhibit D, of this Agreement, will be closed or when hours of operation are modified, excluding the holiday closures referenced in Subparagraph 3.2 of Exhibit A.
- 3.4 CONTRACTOR shall provide ADMINISTRATOR a minimum of seven (7) business days advance written notice when any collection facility listed in Subparagraph 4.1 of Exhibit B, Subparagraph 4.5 of Exhibit C, and Subparagraph 4.1 of Exhibit D will temporarily modify their hours of operation or be temporarily closed and the reason for such closure(s).
- 3.5 Administrator and CONTRACTOR may mutually agree in writing to change the facility(ies) and location(s) where services shall be provided, number of facilities, and the service hours.
4. TRAINING FOR SSA STAFF
- 4.1 CONTRACTOR shall provide a minimum of two (2) annual, in-person or virtual training session, when in-person training is not feasible, for SSA staff, at SSA location(s) to be mutually agreed upon by both parties. Training topics shall include, but not be limited to, specimen collection and chain-of-custody procedures, testing protocols, basics of drug testing and frequently asked questions.
5. INTERPRETATION OF RESULTS
- 5.1 CONTRACTOR shall provide interpretation of testing results and answer technical questions from SSA staff (e.g., RDM, SSWs) about test results (e.g., if a CLIENT is attributing a positive result due to something other than drug use) within one (1) business day of receiving the question. If additional time is needed, CONTRACTOR shall notify SSA staff of reason why and time needed to respond.
6. SPECIAL INCIDENT REPORT
- 6.1 CONTRACTOR shall complete ADMINISTRATOR's Special Incident Report, in the event there is any incident of unusual, aggressive, or high-risk behavior by a CLIENT, or there are any injuries suffered by any party during the service delivery, provided CONTRACTOR observes or is made aware of any incidents of unusual, aggressive, or high-risk behavior by a CLIENT, or CONTRACTOR observes or is

made aware of any injuries suffered by any party during the service delivery.

- 6.2 CONTRACTOR shall use the Special Incident Report form provided by ADMINISTRATOR to report incidents described in Subparagraph 6.1 of Exhibit A.
- 6.3 CONTRACTOR shall contact the CLIENT's assigned SSW or the CFS Officer of the Day by telephone within one (1) business day and complete a Special Incident Report, in the event there is any incident of unusual, aggressive, or high-risk behavior by a CLIENT, or if there are any injuries suffered by any party during the service delivery. CONTRACTOR shall use the Special Incident Report form provided by SSA and submit the form to SSA within one (1) business day. A copy of the Special Incident Report must be retained in the CLIENT's file.
- 6.4 CONTRACTOR shall ensure reports are prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to add, delete, waive, or otherwise modify reporting requirements as stated in this Paragraph.

7. UTILIZATION REVIEW

- 7.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of SSA CLIENT records. The review may include, but is not limited to, an evaluation of the completeness and appropriateness of services provided, documentation, and recordkeeping of service delivery. Records to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases. CONTRACTOR shall have all records pertaining to SSA CLIENTS at their facility at the scheduled time of each Utilization Review (UR).
- 7.2 CONTRACTOR shall provide ADMINISTRATOR workspace to conduct URs at CONTRACTOR's facility. CONTRACTOR acknowledges the UR date and time is determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback on the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.
- 7.3 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY's CFS staff representatives and/or ADMINISTRATOR's designee are unable to resolve

EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<NAME OF CONTRACTOR>
FOR THE PROVISION OF DRUG TESTING SERVICES
PATCH TESTING

1. **PATCH TESTING SERVICES**

- 1.1 CONTRACTOR shall utilize ADMINISTRATOR's approved method to confirm receipt of referrals.
- 1.2 CONTRACTOR shall contact each referred CLIENT, by telephone, text, and/or email, within three (3) business days of receiving the initial referral to schedule an appointment to commence Patch testing services. If the initial contact attempt is unsuccessful, a minimum of two (2) additional attempts shall be made within five (5) business days of receiving the initial referral. In the event the CLIENT cannot be reached via the contact information provided on the referral form, CONTRACTOR shall send a letter to the CLIENT's address instructing the CLIENT to contact CONTRACTOR to schedule an appointment. CONTRACTOR shall contact the referring Senior Social Worker (SSW) if unable to contact CLIENT and shall notify the referring SSW, by telephone and/or email, within ten (10) calendar days of receiving the referral when attempts to reach CLIENTS are unsuccessful. CONTRACTOR shall maintain written documentation of all attempted and successful contacts to CLIENTs and SSWs.
- 1.3 CONTRACTOR shall notify the assigned SSW and Resource Development and Management (RDM) when the first Patch was applied. The notification shall be by email and sent within twenty-four (24) hours of Patch application.
- 1.4 CONTRACTOR shall provide a minimum of one (1) appointment reminder via CLIENT's preferred method of communication (e.g., text, phone call, email) to

- remind CLIENTS of their pending Patch appointments and ensure CLIENT compliance.
- 1.5 CONTRACTOR shall obtain advance written approval from ADMINISTRATOR before terminating a CLIENT. Referred services are authorized without a specified end date. CONTRACTOR acknowledges that each referral service period is determined, on a case-by-case basis, by the CLIENT's assigned SSW.
 - 1.6 CONTRACTOR shall exclusively utilize a laboratory approved by PharmChem for Patch analysis.
 - 1.7 CONTRACTOR shall adhere to PharmChem guidelines when providing Patch services. CONTRACTOR shall adhere to ADMINISTRATOR's designated wear period, which may vary.
 - 1.8 CONTRACTOR shall collaborate with ADMINISTRATOR and PharmChem to establish a primary account number to be used exclusively for all Social Services Agency (SSA) CLIENTS referred.
 - 1.9 CONTRACTOR shall collaborate with ADMINISTRATOR and PharmChem to establish a subaccount to the primary account number referenced in Subparagraph 1.8 of Exhibit B to be used exclusively for all SSA referred CLIENTS.
 - 1.10 CONTRACTOR shall exclusively use chain-of-custody forms that include CONTRACTOR's subaccount number as referenced in Subparagraph 1.9 of Exhibit B.
 - 1.11 CONTRACTOR shall request an Expanded Opiate Panel screening by amending the chain-of-custody form and affixing the Expanded Opiate Panel Barcode sticker provided by PharmChem, as requested by ADMINISTRATOR.
 - 1.12 CONTRACTOR shall print each CLIENT's name on the chain-of-custody form. CLIENT's name must be spelled exactly as noted on the CLIENT's referral. Each CLIENT's name must be printed, evenly spaced, in all capital block letters such as A-B-C-D-E-F-G, etc., on a label and affixed to the chain-of-custody form.
 - 1.13 CONTRACTOR shall provide Patch services in accordance with procedures established by PharmChem.
 - 1.14 CONTRACTOR shall not apply Patches to CLIENTS who appear at times or dates not previously scheduled or approved for Patch testing services.

- 1.15 CONTRACTOR shall ensure all staff possess current Patch certification from PharmChem.
- 1.16 CONTRACTOR shall provide each CLIENT with an instruction card, provided by ADMINISTRATOR to CONTRACTOR in English and Spanish, on the use of the Patch and Patch testing service requirements upon application of the CLIENT's first Patch.
- 1.17 ~~CONTRACTOR shall apply an overlay over each newly applied drug patch and only remove the drug patch between the seventh (7th) and tenth (10th) calendar days from application. CONTRACTOR shall remove and submit the drug patch specimen to the approved laboratory for testing. CONTRACTOR shall not submit for analysis drug patches worn for a period longer than ten (10) calendar days. a new Patch for testing as instructed by ADMINISTRATOR, typically one (1) Patch every seven (7) to fourteen (14) days. As referenced in Subparagraph 1.5 of Exhibit B, ADMINISTRATOR designates Patch wear period for CLIENTS.~~
- 1.18 CONTRACTOR shall apply a PharmChek® Overlay, ~~a drug patch protective device manufactured by PharmChem that prevents excessive sweat from affecting the drug patch adhesive, over each applied drug patch to avoid tampering with the drug patch results.~~ over a Patch when deemed appropriate and pre-authorized by ADMINISTRATOR. Patch overlays are typically applied when a CLIENT performs strenuous labor or due to excessive skin perspiration.
- 1.19 CONTRACTOR shall remove and send Patch gauze pads to the approved laboratory for testing after the Patch has been worn for the designated wear period.
- 1.20 CONTRACTOR shall only remove the patch within the assigned wear period, as provided by ADMINISTRATOR. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR before submitting for analysis patches worn outside of the assigned wear period.
- 1.21 CONTRACTOR shall not submit Patches for analysis when its determined, based on CONTRACTOR's professional expertise and in alignment with PharmChem guidelines, that a Patch has been tampered or altered.
- 1.22 With ADMINISTRATOR approval, CONTRACTOR may be reimbursed for the cost of the Patch material (currently \$10.80 per Patch and \$11.80 per Patch with

Overlay) for Patches not sent to the laboratory for analysis. Patches are not sent to the laboratory for analysis if they have been tampered or altered or CLIENTS fail to show up to their appointment to have Patch removed within the appropriate Patch wear period.

~~1.19~~1.23 CONTRACTOR shall mail drug patch specimens, Priority or higher level of mail, to the laboratory within twenty four (24) hours of removal, using mailing packages prepared by PharmChem. If a drug patch is removed on a Saturday, it must be mailed to the laboratory no later than by the end of the following Monday. If the date the specimen would normally be mailed coincides with a holiday observed by COUNTY per Subparagraph 3.2, of Exhibit A, the specimen must be mailed on the next day that postal service is available. CONTRACTOR shall exclusively use a mail carrier service which provides a tracking number (e.g., UPS, FedEx), to the laboratory within twenty-four (24) hours of removal, using mailing packages prepared by PharmChem. If a Patch is removed on a Saturday, it must be mailed to the laboratory no later than the following Monday. If the date the specimen would normally be mailed coincides with a holiday observed by COUNTY, referenced in Subparagraph 3.1 of Exhibit A, the specimen must be mailed on the next date mail carrier service is available. The tracking number shall be documented and reported on the monthly statistical report, as referenced in Subparagraph 3.1.2, of Exhibit B.

~~1.20~~1.24 CONTRACTOR shall serve as a liaison between ADMINISTRATOR and laboratory and ensure that errors on the laboratory's CLIENT test result website are corrected immediately. Errors may include, but are not limited to, the following:

~~1.20.11~~1.24.1 Misspelling of a CLIENT's name;

~~1.20.21~~1.24.2 Inaccurate test date; and

~~1.20.31~~1.24.3 Test results posted to an incorrect account number.

~~1.21~~1.25 CONTRACTOR shall contact the laboratory within one (1) business day of receiving notice from ADMINISTRATOR to request correction of an identified error on the laboratory's website. CONTRACTOR, will be notified in writing by ADMINISTRATOR, when an error pertaining to a CLIENT's test result record is identified on the laboratory's website.

2. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

2.1 CONTRACTOR shall schedule appointments and apply Patch within ten (10) business days of receiving referrals a minimum of eighty percent (80%) of the time.

2.2 CONTRACTOR shall remove Patches within SSA's designated wear period a minimum of ninety percent (90%) of the time.

2.3 CONTRACTOR shall mail ninety percent (90%) of Patches within one (1) business day of collection using a mail carrier service which provides a tracking number (e.g., UPS, FedEx).

3. REPORTS

3.1 CONTRACTOR shall submit a monthly statistical report that includes, but is not limited to:

3.1.1 Name and drug testing identification number of each CLIENT served;

3.1.2 Date each Patch was applied, removed, and sent to the laboratory, the tracking number of the mailed Patch, and date the test result was posted onto the laboratory's website;

3.1.3 Number of CLIENTS who reported for testing;

3.1.4 Number of Patches applied but not sent to the laboratory for analysis and the reason why;

3.1.5 Number of Patches rejected by the laboratory and the reason why;

3.1.6 Number of Patches applied at each service location;

3.1.7 Total number of positive and negative test results posted to the laboratory's website; and

3.1.8 Number of unduplicated year-to-date CLIENTS served.

3.2 CONTRACTOR shall notify the assigned SSW, via email, within one (1) business day when CONTRACTOR observes any irregularity when removing a CLIENT's Patch including, but not limited to:

3.2.1 Evidence of tampering with the Overlay and/or Patch;

3.2.2 CLIENT returned for Patch removal more than fourteen (14) calendar days after it was applied; and

3.2.3 CLIENT claims the Patch fell off.

4. FACILITIES

4.1 Unless prior written authorization is granted by ADMINISTRATOR, all services under Exhibit B of this Agreement shall be provided at CONTRACTOR's place(s) of business, as follows:

<STREET>
<CITY>, CA <ZIP>
<Days of Week>
<Hours>

<by appointment only and/or walk-in service>

<STREET>
<CITY>, CA <ZIP>
<Days of Week>
<Hours>

<by appointment only and/or walk-in service>

4.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

5. PAYMENT

5.1 CONTRACTOR shall be reimbursed monthly in arrears, a rate of \$_____ per Patch applied with or without a PharmChek® Overlay, removed, submitted for analysis, and correctly reported on the laboratory's website.

6. INVOICING REQUIREMENTS

6.1 CONTRACTOR shall submit a monthly invoice for reimbursement for all CLIENTS served. CONTRACTOR may only invoice after analyses are completed and the test results are correctly posted to the laboratory's website.

6.2 Monthly invoices shall include statistics, as specified in Paragraph 3 of Exhibit B, for the first date through the last date of the same month of service.

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EXHIBIT C
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<NAME OF CONTRACTOR>
FOR THE PROVISION OF DRUG TESTING SERVICES
RANDOM DRUG TESTING

1. **RANDOM DRUG TESTING SERVICES**

1.1 Referrals

CONTRACTOR shall provide and maintain Aversys database twenty-four (24) hours per day, seven (7) days per week, at no cost to ADMINISTRATOR, for the purpose of referring CLIENTS.

1.1.1 CONTRACTOR shall receive referrals through Aversys database. Referrals will include, at a minimum, CLIENT's first and last name, CLIENT's date of birth, a Personal Identification Number (PIN), schedule for testing (i.e., testing frequency), program name, and the name and telephone number of the referring Senior Social Worker (SSW).

1.2 Random Selection and CLIENT Notification

1.2.1 CONTRACTOR shall provide and maintain, within Aversys database, an integrated individualized Random Selection and Notification System for ADMINISTRATOR to enroll CLIENTS for the purpose of randomly selecting CLIENTS to report for urine collection. At ADMINISTRATOR's sole discretion, CLIENTS may be required to be randomly selected at a fluctuating frequency (e.g., two [2] to eight [8] times monthly), at a fixed frequency (e.g., two [2] times every week) or on-demand, as described in Subparagraph 1.3 of this Exhibit C. CONTRACTOR shall adhere to ADMINISTRATOR's specified random selection requirements for each CLIENT, as noted in Aversys. The Aversys database will use an algorithm

to automatically provide an evidence-based random selection approach that ensures CLIENTS have an equal probability of testing on any given day. CONTRACTOR shall ensure testing frequency for each CLIENT does not exceed a maximum of eight (8) times per month without advance written approval from ADMINISTRATOR.

- 1.2.2 CONTRACTOR shall assign each CLIENT, through Aversys, a unique PIN which shall be used to notify CLIENTS of the need to test or not.
 - 1.2.3 CONTRACTOR shall provide a mechanism in which ADMINISTRATOR may excuse a CLIENT from testing on a short or long-term basis. When excused, the CLIENT's PIN will not be selected.
 - 1.2.4 CONTRACTOR shall maintain a local area telephone service, at no additional cost to COUNTY, for enrolled CLIENTS to call each day. Using the unique assigned PIN, the CLIENT is notified of the need to report that day for drug testing. The announcement shall be updated each day no later than 12:01 a.m. Pacific Time, shall provide both English and Spanish communication options, and shall state the testing window has closed at the end of the reporting period.
 - 1.2.5 CONTRACTOR shall provide, through Aversys, a Call Log that tracks each CLIENT's call patterns and calculates a call-in compliance score for each CLIENT.
 - 1.2.6 CONTRACTOR shall provide, through Aversys, no-show information that is generated automatically at the end each day when a CLIENT does not appear to test as required.
- 1.3 On-Demand Testing
- 1.3.1 CONTRACTOR shall host and maintain, within Aversys, a system for on-demand testing wherein COUNTY staff will enter CLIENT information and the required date CLIENT is expected to report for testing. Upon data entry completion, CLIENT shall be approved to proceed to an authorized collection site for testing. The authorization shall be valid for only the date the COUNTY staff authorized the on-demand test.
 - 1.3.2 CONTRACTOR shall assign the collection an electronic status of "In

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

1.4 Specimen Collection

- 1.4.1 CONTRACTOR shall provide urine specimen collection for all CLIENTS referred by ADMINISTRATOR.
- 1.4.2 CONTRACTOR shall provide collection sites with Avertest LLC, dba Averahealth collection supplies, access to electronic Chain-of-Custody (COC) in Aversys to verify that each CLIENT has been authorized for services and stock paper COC forms as a backup.
- 1.4.3 CONTRACTOR shall administer drug testing to CLIENTS in strict compliance with the test type as indicated in Aversys.
- 1.4.4 CONTRACTOR shall refuse to test CLIENTS who appear on days for which they were not selected to report for random or on-demand testing.
- 1.4.5 CONTRACTOR shall conduct specimen collection at CONTRACTOR’s owned and operated and/or subcontracted facilities.
- 1.4.6 CONTRACTOR shall conduct a check-in process by entering CLIENT’s name into Aversys and verify CLIENT’s identity by requiring CLIENT to provide a valid government issued photo identification.
- 1.4.7 CONTRACTOR shall utilize same gender collectors, trained by the CONTRACTOR, to observe collection of urine specimens for all randomly scheduled CLIENTS, at all collection facilities within Orange County, to avoid any deliberate attempts by CLIENT to contaminate or falsify specimens. CONTRACTOR’s staff must have an unobstructed view of source of void. Attempts to falsify specimens shall be reported to the ADMINISTRATOR within twenty-four (24) hours in a format designated by ADMINISTRATOR. The report shall include details of the attempt to falsify the specimen.
- 1.4.8 CONTRACTOR shall observe all urine collections, regardless of

CLIENT's age.

- 1.4.9 CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours via a written report, in a format approved by ADMINISTRATOR, every incident in which a CLIENT's urine specimen is not within the normal temperature range which is between ninety (90) and one hundred (100) degrees Fahrenheit.
- 1.4.9.1 In the event a CLIENT's urine specimen is not within the normal temperature range, CONTRACTOR shall offer CLIENT an opportunity to provide a second urine sample during the same office visit. If CLIENT successfully provides a second urine specimen within the normal temperature range, CONTRACTOR shall send the second specimen to the testing laboratory for analysis. If CLIENT is unable or refuses to provide a urine specimen during the same office visit, CONTRACTOR shall include such information in a written report, in a format approved by ADMINISTRATOR. Specimens that are not within the normal temperature shall not be submitted for analysis. CONTRACTOR is responsible for discarding these specimens.
- 1.4.10 CONTRACTOR shall utilize electronic COC forms at each of its collection sites within Orange County and utilize paper COC only in the event Aversys is non-operational or electronic COC is otherwise unavailable.
- 1.4.11 CONTRACTOR shall ensure a supply of paper COCs are maintained at each collection facility in the event Aversys is unavailable due to non-operational system or electronic failure.
- 1.4.12 CONTRACTOR shall utilize established COC procedures in the event legal questions arise, and to reduce the possibility of mislabeled samples. Such procedures shall include, but are not limited to, sealed specimen collection cups, tamper proof evidence tape on specimen containers, tamper proof specimen containers, National Institute of Standards and Technology certified infrared thermometers, bar codes, and when applicable, an electronic time stamp log of all staff handling specimen(s).

- 1.4.13 CONTRACTOR shall provide CLIENT a second attempt opportunity when CLIENT is unable to void (e.g., shy bladder). CLIENT shall be advised of their option to make a second attempt later in the day as long as the second attempt occurs prior to the end of the testing window period for that scheduled test date. If the CLIENT is unable to void after a second attempt, the collection is abandoned and CLIENT shall be reported to ADMINISTRATOR as “Unable to Provide,” meaning CLIENT reported for testing but failed to provide a urine specimen. CONTRACTOR shall include the information in a written Unable to Provide report and submit in a format approved by ADMINISTRATOR.
- 1.4.14 CONTRACTOR shall arrange for urine specimens to be picked up from collection facilities on a daily basis, at no additional cost to COUNTY, Monday through Friday, for delivery to the laboratory. Urine specimens collected Monday through Friday prior to 4:00 p.m. shall arrive at the laboratory on the next business day following collection. Specimens collected between the hours of 4:01 p.m. on Friday through 12:00 midnight on Monday shall be picked up from the collection facility for delivery to the laboratory on the following business day, excluding holidays referenced in Subparagraph 3.1 of Exhibit A.
- 1.4.15 CONTRACTOR shall provide lock boxes, as needed, for the purpose of storing the specimen.
- 1.4.16 CONTRACTOR shall provide all materials such as COCs, vials, gloves, labels, mailer cartons, etc., at no additional cost to COUNTY.
- 1.5 Specimen Analysis
- 1.5.1 CONTRACTOR shall perform full screening and confirmation of one (1) of the following panels for each CLIENT as requested by ADMINISTRATOR via Aversys.
- 1.5.1.1 Panel #1, SSA Standard Drug Panel, including marijuana, cocaine, expanded opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, and oxymorphone), phencyclidine, amphetamines, barbiturates, benzodiazepines, methadone,

- propoxyphene, and alcohol.
- 1.5.1.2 Panel #2, Illicit Drug Panel Plus ethyl glucuronide (ETG) test, including cocaine, amphetamines, opiates, marijuana, benzodiazepines and ETG.
 - 1.5.1.3 Panel #3, Opioids, including benzodiazepines, buprenorphine, cocaine, rotation of fentanyl (34%), meperidine (33%) and tramadol (33%), opiates, oxycodone and marijuana.
 - 1.5.1.4 Panel #4, Synthetic THC.
- 1.5.2 CONTRACTOR shall, conduct a Breath Alcohol Content (BAC) test at no additional cost to COUNTY, on all CLIENTS that report to “In County” and Avertest LLC, dba Averhealth Owned and Operated “Out of County” client service centers and conduct an ETG test on all CLIENT samples submitted at an “Out of County / Avertest LLC dba Averhealth In-Network Facility.”
 - 1.5.3 CONTRACTOR shall add, upon electronic request by ADMINISTRATOR, any one (1) or more of the following Specialty Drug Add-Ons to any of the test panels described above in Subparagraphs 1.5.1.1 through 1.5.1.3 of Exhibit C: buprenorphine, carisoprodol, ETG, gabapentin, heroin (specific immunoassay test), ketamine, Lysergic Acid Diethylamide (LSD), meperidine, neurontin, tramadol, or zolpidem.
 - 1.5.4 CONTRACTOR shall allow ADMINISTRATOR to order, within Aversys, customized test panels of varying substances, as needed, to meet CLIENTS’ needs as determined by ADMINISTRATOR. At the sole discretion of ADMINISTRATOR, such test panels may replace, for either groups or individuals, any test panel described above in Subparagraphs 1.5.1.1 through 1.5.1.3 of Exhibit C. Pricing for customized panels shall be at CONTRACTOR’s catalog price.
 - 1.5.5 CONTRACTOR acknowledges that ADMINISTRATOR has the option to rotate panels described in Subparagraph 1.5.1 of Exhibit C.
 - 1.5.6 CONTRACTOR shall ensure specimen integrity by visually inspecting all samples to evaluate color and clarity, and evaluating the specimen potential

of hydrogen (pH) to ascertain that it falls within an acceptable range. Each drug screen shall include creatinine and nitrite level tests to check for dilution and commercial adulterants.

1.5.7 CONTRACTOR shall test specimens with creatinine values less than 20.0 mg/dl and greater than 5.0 mg/dl for specific gravity using a three (3) decimal place refractometer on the initial aliquot. Specimens with creatinine in the range of 5.1 – 19.9 mg/dl and specific gravity equal to 1.002 shall be reported as dilute.

1.5.8 CONTRACTOR shall ensure all urine specimens are tested exclusively by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or accredited by the College of American Pathologists for Forensic Drug Testing (CAP-FDT).

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

1.5.9 The minimum drug screening sensitivity limits are as follows:

Drug/Metabolite	Ng/mL Screening ⁽¹⁾	Ng/mL (LC MS/MS) ⁽²⁾
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 (PCP)	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

1.5.10 CONTRACTOR shall provide, upon electronic test requisition, drug testing for substance(s) not identified in Subparagraph 1.5.9 of Exhibit C.

1.5.11 CONTRACTOR shall 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.

1.5.12 CONTRACTOR shall provide, upon COUNTY request, a minimum of two (2) re-tests per month at no additional cost to COUNTY.

1.5.13 CONTRACTOR shall appear and testify at Orange County Juvenile Court hearings when subpoenaed.

1.5.14 CONTRACTOR shall maintain safeguards that meet the requirements of the Health Insurance Portability and Accountability Act of 1996 to ensure confidentiality of CLIENTS and test results.

1.5.15 CONTRACTOR shall pay for all shipping and delivery costs related to services required under this Agreement.

1.6 Report of Findings

1.6.1 CONTRACTOR shall 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.

1.6.2 CONTRACTOR shall allow COUNTY the option to receive, via Aversys,

immediate notification of positive test results and/or CLIENT missed appointments. CONTRACTOR shall provide notifications to SSW and their Senior Social Services Supervisor.

- 1.6.3 CONTRACTOR shall ensure that Aversys allows different levels of security for accessing data.
- 1.6.4 CONTRACTOR shall ensure that Aversys maintains a full audit trail for all entries in each accession record that includes, but shall not be limited to, each individual who entered or retrieved data at each COC step.
- 1.6.5 CONTRACTOR shall post screen negative results on Aversys within twenty-four (24) hours upon the specimen's arrival at testing laboratory.
- 1.6.6 CONTRACTOR shall post screen positive results on Aversys within seventy-two (72) hours upon the specimen's arrival at testing laboratory, following confirmation procedures.
- 1.6.7 CONTRACTOR shall ensure each individual report shall contain, at a minimum, the following information: CLIENT's name, PIN, assigned SSW's name, account name, specific CFS Program that made the referral, collection date, testing date, report date, analysis of test result, detected substance(s) and quantitative levels of detected substance(s) when the test result is positive, testing method, and a notation of any testing irregularity, including, but not limited to:
 - 1.6.7.1 Urine specimen was not within the normal temperature range at the time of the collection;
 - 1.6.7.2 Specimen is diluted or adulterated; and
 - 1.6.7.3 Specimen is not consistent with human urine.
- 1.6.8 CONTRACTOR shall provide COC information on Aversys for each specimen collection, including, but not limited to, donor name, collection location and date, collector's name, accession number, shipped and delivered dates, delivery location, and test panel.
- 1.6.9 ~~Provide interpretation of test results within two (2) business days of initial request by ADMINISTRATOR.~~ CONTRACTOR shall provide interpretation of test results within one (1) business days of initial request

by ADMINISTRATOR. If additional time is needed, CONTRACTOR shall notify SSA staff of reason why and time needed to respond.

1.6.10 CONTRACTOR shall report acceptable range for creatinine and specific gravity of urine samples with results adjacent for reference.

1.7 Specimen Storage

1.7.1 CONTRACTOR shall store all negative samples at room temperature for a minimum period of five (5) business days, consistent with industry standards. All positive samples shall be frozen and stored for a minimum period of one (1) year. COUNTY may periodically request a random selection of up to four (4) samples per quarter from storage, with test results standard substances, for analysis by a SAMSHA certified and/or CAP-FDT accredited laboratory within CONTRACTOR's network as a means of quality control, at no additional cost to COUNTY.

1.8 Training

1.8.1 CONTRACTOR shall ensure all Avertest, LLC dba Averhealth, and subcontracted collection site staff are trained and adhere to urine sample collection guidelines specified in Subparagraph 1.4 of Exhibit C.

1.8.2 CONTRACTOR shall provide initial training to specimen collectors that entail a review of written procedures, the completion of mock collections, role playing, shadowing an experienced collector, and passing written exams.

1.8.3 CONTRACTOR shall provide, at a minimum, quarterly training to collection sites specified in Subparagraph 4.1 of Exhibit C, or whenever new staff is hired, on topics to include sample collection, confidentiality, privacy, adulteration and tampering, "shy bladder," confiscating devices, incident reports, de-escalation tactics, and treating CLIENTS with respect and dignity.

1.8.4 CONTRACTOR shall provide training on Aversys COC processing for each urine collection facility and ensure each collection facility will maintain an adequate supply of paper COC forms as a back-up method in the event of technological difficulties.

- 1.8.4.1 CONTRACTOR shall provide all subcontracted collection facilities not using Aversys a copy of CONTRACTOR's Training Manual with instructions of the proper completion of paper COC forms.
- 1.8.5 CONTRACTOR shall require each subcontractor to sign an agreement that acknowledges adherence to CONTRACTOR's collection procedures and service standards.
- 1.8.6 CONTRACTOR shall provide two (2) annual, in-person or virtual training sessions, at a minimum of one (1) hour per session for COUNTY staff, as requested by ADMINISTRATOR, at COUNTY location(s) to be mutually agreed upon by both parties. Training topics shall include, but not be limited to, specimen collection and COC procedures, testing protocols, basics of drug testing, instruction on using Aversys and frequently asked questions. Training topics shall be mutually agreed upon by CONTRACTOR and ADMINISTRATOR prior to each training session.
- 1.8.7 CONTRACTOR shall provide to ADMINISTRATOR's staff Technical Support from 8:00 a.m. – 5:00 p.m., Pacific Time, Monday through Friday, to provide assistance with usage of CONTRACTOR's website.
- 1.8.8 CONTRACTOR shall provide advance notice to ADMINISTRATOR by posting on Aversys prior to implementing changes to Aversys that will impact how ADMINISTRATOR accesses the data required by this Agreement.
- 1.9 Quality Assurance
- 1.9.1 CONTRACTOR shall conduct a quarterly, in-person quality assurance review of each subcontracted collection facility located in Orange County and referenced in Subparagraph 4.1 of Exhibit C, and provide applicable training when necessary, to ensure collection facility staff are trained on the contractual obligations for service delivery to CLIENTS. CONTRACTOR shall provide ADMINISTRATOR a written summary of each visit within thirty (30) days of completion of quality assurance review.
- 1.9.1.1 The written summary shall include a synopsis of strengths and/or

concerns regarding the subcontractor's provision of services per the contractual obligations, including, but not limited to; adherence to hours of operations, referral procedures; random selection and CLIENT notification, on-demand testing procedures; specimen collections; specimen analysis; and reporting of findings and specimen storage.

- 1.9.2 CONTRACTOR shall conduct a minimum of one (1) annual Secret Shopper quality control check at each of the five (5) facilities referenced in Subparagraph 4.1 of Exhibit C. The Secret Shopper, a CONTRACTOR staff from another location, shall be trained on check-in, collection and COC procedures, tactics involving urine substitution, adulteration, and bribes. The Secret Shopper shall provide a report of findings to CONTRACTOR. In the event the findings result in corrective action training and/or disciplinary action, including and up to termination, CONTRACTOR shall provide a copy of the report of findings and action taken by CONTRACTOR within thirty (30) days of completion of Secret Shopper quality control check.
- 1.9.3 CONTRACTOR shall ensure that an Avertest, LLC dba Averhealth management level employee will conduct quarterly site visits of Orange County collection sites.
- 1.9.4 CONTRACTOR shall develop a survey, in conjunction with ADMINISTRATOR, to elicit feedback from referring SSW as to satisfaction with services delivered under this Agreement. The survey shall be sent to twenty-five (25) SSWs per quarter. CONTRACTOR shall send survey results to ADMINISTRATOR on a quarterly basis.
- 1.9.5 CONTRACTOR shall meet with ADMINISTRATOR, at a minimum, on a semi-annual basis, on dates mutually agreed upon by both parties to review service delivery issues.
- 1.9.6 CONTRACTOR shall provide a local manager, who is available 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, to act as a liaison for service delivery issues.

1.9.7 CONTRACTOR shall cooperate with ADMINISTRATOR in establishing and meeting performance outcomes as they may be developed and implemented throughout the term of this Agreement.

2. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

2.1 The goal for Random Drug Testing services is to provide referred CLIENTS an opportunity to comply with required substance abuse testing and to communicate those findings to ADMINISTRATOR as described in Subparagraph 1.6 of Exhibit C.

2.2 The following objectives have been identified to achieve this goal.

2.2.1 CLIENTS shall have options to be served at multiple urine collection facilities with extended hours.

2.2.2 Urine specimens shall be collected, analyzed, and reported in accordance with the Substance Abuse and Mental Health Services Administration or College of American Pathologists Forensic Drug Testing protocols, and in adherence with provisions of Exhibit C of this Agreement.

2.2.3 CLIENTS who fail to report for testing shall be identified with one hundred percent (100%) accuracy and notification provided within twenty-four (24) hours.

~~2.2.3~~ One hundred percent (100%) of CLIENTS tested at in-county collection sites shall be observed by a same gender identity collector while providing urine specimen

3. REPORTS

CONTRACTOR shall make available via Aversys, the following reports:

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

3.2 A report of CLIENTS who collectively failed to appear for random testing, when applicable. The report title shall include the date of the actual failure(s) to appear and shall not include the date the samples were pooled or the date the report was

generated.

- 3.3 A Donor History Report, for each individual CLIENT, that includes, but is not limited to, the CLIENT's name and date of birth; scheduled and on-demand test dates; urine specimen collection dates; results of each scheduled and/or on-demand test date such as excused, no-show, negative or positive; and detected amount for positive results, and notes of any urine specimen collection or testing irregularity, if applicable.
- 3.4 A monthly statistical report, covering the period from the first day to the last day of each calendar month, that includes, but is not limited to, the following data elements, segregated by program names:
 - 3.4.1 Number of urine specimen collections performed;
 - 3.4.2 Number of tests completed;
 - 3.4.3 Number of diluted samples;
 - 3.4.4 Number of oxidant samples;
 - 3.4.5 Number of rejected samples;
 - 3.4.6 Number of negative results; and
 - 3.4.7 Number of positive confirmations.
- 3.5 A monthly invoice report that shall include, but not be limited to, the names of all CLIENTS served during the month, their urine collection dates, urine sample identification and control numbers, PINs, description of services billed, and the fee of each service billed.

4. FACILITIES

- 4.1 CONTRACTOR shall maintain a minimum of five (5) urine collection facilities throughout Orange County. A minimum of three (3) facilities shall be Avertest LLC, dba Averhealth owned and operated and two (2) additional facilities may be subcontracted. The collection facilities shall offer a variety of extended service hours, including late night and weekends, to serve male and female CLIENTS.
- 4.2 CONTRACTOR shall arrange for multiple urine collection facilities with extended service hours to serve CLIENTS who reside in counties in California outside of Orange County and CLIENTS who reside in other states.
- 4.3 CONTRACTOR shall serve CLIENTS residing outside of Orange County at either

a CONTRACTOR owned and operated facility or a facility included in their network of subcontracted providers.

4.4 CONTRACTOR shall provide CLIENTS the option of providing a urine sample at any collection facility authorized to provide services under this Agreement.

4.5 CONTRACTOR shall collect urine samples, as described in Subparagraph 1.4 of Exhibit C, at the following locations:

Avertest, LLC dba Averhealth

3400 Ball Road, Suite 201

Anaheim, CA 92804

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

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

Avertest, LLC dba Averhealth

2621 S. Bristol St., Suite 203

Santa Ana, CA 92704

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

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

Avertest LLC, dba Averhealth

1200 N. Tustin Ave., Suite 220

Santa Ana, CA 92705

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

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

E&J Medical Services (subcontracted)

17024 Magnolia Street

Fountain Valley, CA 92708

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

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

Southland Family Urgent Care (subcontracted)

27660 Santa Margarita Pkwy

Mission Viejo, CA 92691

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

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

5. PAYMENT

5.1 Payment Rates

Test Panel #	Collection Location	Unit Price ⁽¹⁾
Test Panel #1 SSA Standard Drug Panel	In County	\$33.50
	Out of County / Avertest/Averhealth Owned and Operated	\$33.50
Test Panel #2 Illicit Drug Panel Plus Ethyl Glucuronide (ETG)	Out of County / Avertest/Averhealth In-Network Facility	\$56.00
	In County	\$38.00
Test Panel #3 Opioids Panel Rotation	Out of County / Avertest/Averhealth Owned and Operated	\$38.00
	Out of County / Avertest/Averhealth In-Network Facility	\$62.50
	In County	\$35.00
Test Panel #4 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
	In County	\$35.00

SPECIALIZED TESTING	Collection Location	Unit Price ⁽¹⁾
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	\$2.50 each
Retest		\$35.00
ADDITIONAL EXPENSES		
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

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

5.2 Expenditures for tests that exceed eight (8) times per month, per CLIENT without

approval from ADMINISTRATOR, as referenced in Subparagraph 1.2.1 of Exhibit C, may not be approved by ADMINISTRATOR.

6. INVOICING REQUIREMENTS

- 6.1 CONTRACTOR shall submit an itemized invoice on a monthly basis for all CLIENTS for whom collections were completed, analyzed, and correctly reported.
- 6.2 CONTRACTOR shall ensure invoices include the name and CLIENT identification number of each CLIENT tested, each CLIENT’s test date(s), a description of the test(s) completed, and the unit cost of each test.
- 6.3 CONTRACTOR shall not be reimbursed for collections that were rejected by the laboratory for testing due to an error or failure by the collection facility staff. Such errors or failures may include, but are not limited to, failure to:
 - 6.3.1 Sign and/or date the chain-of-custody form;
 - 6.3.2 Obtain the CLIENT’s signature and/or date on the chain-of-custody form;
 - 6.3.3 Print CLIENT’s name legibly on the chain-of-custody form;
 - 6.3.4 Select and/or record the correct CLIENT’s name on the chain-of-custody form;
 - 6.3.5 Seal specimen containers resulting in a urine leak;
 - 6.3.6 Affix the chain-of-custody label to the urine specimen container; or
 - 6.3.7 Indicate the urine specimen temperature on the chain-of-custody form.
- 6.4 CONTRACTOR shall electronically submit monthly invoices using a secured transmission method approved by ADMINISTRATOR that protects CLIENT confidentiality. Invoice data must be capable of being sorted by ADMINISTRATOR.

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EXHIBIT D
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<NAME OF CONTRACTOR>
FOR THE PROVISION OF DRUG TESTING SERVICES
SECURE CONTINUOUS REMOTE ALCOHOL MONITORING
CONTINUOUS ALCOHOL MONITORING TESTING

1. **SCRAM CAM TESTING SERVICES**

- 1.1 CONTRACTOR shall provide Secure Continuous Remote Alcohol Monitoring (SCRAM) Continuous Alcohol Monitoring (CAM) services to referred CLIENTS within ADMINISTRATOR's authorized start and end dates. Service length will vary on a case-by-case basis.
- 1.2 CONTRACTOR shall terminate CLIENTS from further service (i.e., turn off the data collection base station) within one (1) business day from receipt of written notice from ADMINISTRATOR.
- 1.3 CONTRACTOR shall contact each referred CLIENT, by telephone, text, and/or email, within three (3) business days of receiving the initial referral to schedule an intake appointment. If the initial contact attempt is unsuccessful, a minimum of two (2) additional attempts shall be made within five (5) business days of receiving the initial referral. In the event the CLIENT cannot be reached via the contact information provided on the referral form, CONTRACTOR shall send a letter to the CLIENT's address instructing the CLIENT to contact CONTRACTOR to schedule an intake appointment. CONTRACTOR shall contact the referring SSW if unable to contact CLIENT and shall notify the referring SSW, by telephone and/or email, within ten (10) calendar days of receiving the referral when attempts to reach CLIENTS are unsuccessful. CONTRACTOR shall maintain written documentation of all attempted and successful contacts to CLIENTs and SSWs.

- 1.4 CONTRACTOR shall provide a minimum of one (1) appointment reminder via CLIENT's preferred method of communication (e.g., text, phone call, email) to ensure CLIENT compliance.
- 1.5 CONTRACTOR shall confirm receipt of referrals by a method mutually agreed upon by ADMINISTRATOR and CONTRACTOR.
- 1.6 CONTRACTOR shall collaborate with ADMINISTRATOR and Alcohol Monitoring Systems, Inc. (AMS) to establish an account number to be used exclusively for all CLIENTS referred by ADMINISTRATOR.
- 1.7 CONTRACTOR shall enroll each CLIENT using the exact spelling as shown on ADMINISTRATOR's referral form and shall exclusively use this spelling when reporting monitoring results, per specifications described in Paragraph 3 of Exhibit D.
- 1.8 CONTRACTOR shall administer SCRAM CAM services in accordance with procedures established by AMS. ~~Only staff who have been fully trained on AMS procedures shall serve CLIENTS referred by ADMINISTRATOR.~~ CONTRACTOR shall exclusively utilize staff who are trained on AMS procedures prior to serving referred CLIENTS.
- 1.9 CONTRACTOR shall secure SCRAM CAM Bracelet to the CLIENT's ankle during the initial appointment and the SCRAM CAM Bracelet should remain in place until it is removed by CONTRACTOR and as authorized by ADMINISTRATOR.
- 1.10 CONTRACTOR shall provide mobile installation services, which shall include the following:
- ~~1.9.11~~ 1.10.1 CONTRACTOR shall provide mobile installation services within CONTRACTOR's mobile vehicle or general vicinity of mobile vehicle. CONTRACTOR shall not provide mobile installation services inside CLIENT's home nor provide transportation to CLIENTS.
- ~~1.10.11~~ 1.11 CONTRACTOR shall provide each CLIENT with a base station or CONTRACTOR shall require CLIENTS to report in-person to the CONTRACTOR's office facility a minimum of every three (3) days (weekends included) for the purpose of transmitting data stored in the SCRAM CAM Bracelet

to a base station located at CONTRACTOR's facility in the event a CLIENT cannot utilize a standard base station due to lack of connectivity to transmit data stored in the SCRAM CAM Bracelet to the base station.

~~1.11~~1.12 CONTRACTOR may provide CLIENTS with a MultiConnect device at no additional cost to COUNTY.

~~1.12~~1.13 CONTRACTOR shall offer CLIENTS instructional guidelines in English and Spanish describing the CLIENT's responsibility to properly care for the bracelet and base station device upon installation of the SCRAM CAM Bracelet, as applicable.

~~1.13~~1.14 CONTRACTOR shall maintain a record which includes the CLIENT's signature to document CLIENT's receipt of SCRAM CAM Bracelet instructional guidelines.

~~1.14~~1.15 CONTRACTOR may require each CLIENT to sign a SCRAM CAM Client Agreement which outlines the service terms by which CLIENTS must abide and describes CLIENT's financial responsibility in the event either the SCRAM CAM Bracelet, base station, and when applicable, MultiConnect, devices are not returned by the CLIENT to CONTRACTOR in usable condition. CONTRACTOR agrees ADMINISTRATOR is not financially responsible if devices are not returned by the CLIENT to CONTRACTOR in usable condition.

~~1.15~~1.16 CONTRACTOR shall exclusively utilize AMS for the detection and confirmation of alcohol ingestion and device tampering for services rendered through Exhibit D.

~~1.16~~1.17 CONTRACTOR shall require CLIENTS to periodically report to its office facility for SCRAM CAM Bracelet or base station service maintenance (e.g., battery replacement) at intervals established by AMS or when equipment self-reports service maintenance is required.

~~1.17~~1.18 CONTRACTOR shall collaborate with AMS to ensure a minimum of three (3) SSA employees are provided user I.D.s permitting twenty-four (24) hours per day and seven (7) days per week access to SSA CLIENT records posted in SCRAMNet™. CONTRACTOR acknowledges the names of SSA employees requiring access may periodically change. CONTRACTOR acknowledges any

data retrieved from SCRAMNet™ by SSA employees may be internally routed to other SSA personnel on an as-needed basis.

~~1.18.1.19~~ CONTRACTOR shall contact the AMS laboratory within one (1) business day from receiving written notice from SSA that an error in SCRAMNet™ must be corrected. Examples of errors include, but are not limited to:

~~1.18.1.19.1~~ Misspelling of a CLIENT's name;

~~1.18.2.1.19.2~~ Inaccurate monitoring date(s); and

~~1.18.3.1.19.3~~ Monitoring results posted to an incorrect account number.

2. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

~~2.1~~ Ninety percent (90%) of referred CLIENTS shall be contacted by CONTRACTOR and have an intake appointment date scheduled within five (5) business days of receiving an initial referral.

~~2.1.2.2~~ Eighty percent (80%) of referred CLIENTS shall have SCRAM CAM Bracelet installed within seven (7) business days of a successful CLIENT contact by CONTRACTOR.

~~2.2~~ CONTRACTOR shall contact one hundred percent (100%) of referred CLIENTS within two (2) business days of referral receipt.

~~2.3~~ CONTRACTOR shall make a minimum of three (3) additional contact attempts to schedule an initial appointment via CLIENT's preferred method of communication (e.g., text, phone call, email, etc.) within five (5) business days following the unsuccessful initial contact attempt. Contact shall be made on three (3) varying days and times for one hundred percent (100%) of these CLIENTS.

~~2.4~~ CONTRACTOR shall schedule the initial appointment and bracelet installation within seven (7) business days for ninety percent (90%) of all CLIENTS once CLIENT contact is made.

3. REPORTS

3.1 CONTRACTOR shall provide to Children and Family Services (CFS) Resource and Development Management (RDM) a copy of each SSA CLIENT's Activity Report posted to SCRAMNet™. Reports shall be sent to CFS RDM exclusively through SSA's Secured Communications Management System (SCMS), to ensure CLIENT confidentiality. CONTRACTOR shall provide each Activity Report

within one (1) business day of its posting in SCRAMNet™. CONTRACTOR shall provide SSA staff access to SCRAMNet™ for the purpose of viewing Activity Reports.

- 3.2 CONTRACTOR shall submit to SSA, by the 20th calendar day of each month, a monthly invoice for services provided in the prior month.
- 3.3 CONTRACTOR shall provide to SSA, by the 20th calendar day of each month, a Monthly Client Compliance Report for every CLIENT served during the prior month summarizing data included in Activity Reports referenced in Subparagraph 3.1 of Exhibit D. The report shall be generated and printed from SCRAMNet™ and include, at a minimum, activity, frequency and dates of alcohol usage, and/or device tampering episodes (e.g., two (2) total alcohol confirmations on 9/23/2021 and 9/24/2021; and three (3) tampering episodes on 9/13/2021, 9/16/2021, and 9/19/2021).
- 3.4 CONTRACTOR shall also provide to SSA by the 20th calendar day of each month, a Monthly Statistical Report for all CLIENTS served during the prior month. Each Monthly Statistical Report shall include the following data for each CLIENT:
 - 3.4.1 First and last name of CLIENT;
 - 3.4.2 Unique SSA CLIENT identification number;
 - 3.4.3 Beginning and ending monitoring dates for the month reported;
 - 3.4.4 Total number of monitoring days for the month reported;
 - 3.4.5 Total number of non-sober days;
 - 3.4.6 Total number of tampering episodes, as applicable;
 - 3.4.7 The collective number of sober and non-sober days by all CLIENTS and a ratio of percentages of both numbers;
 - 3.4.8 Number of new CLIENTS served;
 - 3.4.9 Number of new CLIENTS served through Mobile Installation services;
 - 3.4.10 Number of unduplicated year-to-date CLIENTS served; and
 - 3.4.11 Number and percentage of new CLIENTS, year-to-date, who had a bracelet installed within seven (7) business days of referral.
- 3.5 CONTRACTOR shall ensure data included in the individual Monthly Client Compliance Reports and the Monthly Statistical Report align with the monthly

invoice.

- 3.6 CONTRACTOR shall provide within three (3) business days, upon receipt of a verbal or written request from a SSW and/or SSA, a Summary Client Compliance Report covering a specified date range (e.g., thirty (30), sixty (60) or ninety (90) days, etc.). The method with which a Summary Client Compliance Report will be provided may vary by requestor and will typically be limited to facsimile, U.S. Mail or submitted through SCMS.
- 3.7 CONTRACTOR shall submit a preview copy of each monthly invoice and Monthly Statistical Report through SCMS in a format capable of being sorted by ADMINISTRATOR. The preferred method is an Excel spreadsheet. Once the invoice and Monthly Statistical Report have been approved by ADMINISTRATOR, CONTRACTOR shall forward an original signed invoice, and the reports referenced above in Subparagraphs 3.1 and 3.4 of Exhibit D.
- 3.8 CONTRACTOR shall assist SSWs and/or ADMINISTRATOR with interpreting information included in any report referenced in this Paragraph 3 of Exhibit D.
- 3.9 CONTRACTOR shall notify the SSW, by telephone or written correspondence, within one (1) business day if any irregularity is observed during the removal of a CLIENT's SCRAM CAM Bracelet. Irregularities includes, but not limited to:
 - 3.9.1 Extraordinary scratches on the SCRAM CAM Bracelet indicating an attempt to remove the device; or
 - 3.9.2 Duct tape residue, or other materials, on the SCRAM CAM Bracelet indicating an attempt to conceal damage to the device.

4. FACILITIES

- 4.1 CONTRACTOR shall provide services, under this Agreement at CONTRACTOR's places of business located at:

<STREET>

<CITY>, CA <ZIP>

<Days of Week>

<Hours>

<by appointment only and/or walk-in service>

<STREET>

<CITY>, CA <ZIP>

<Days of Week>

<Hours>

<by appointment only and/or walk-in service>

4.2 CONTRACTOR shall provide services at CONTRACTOR's places of business located outside of Orange County, California, when available.

4.3 CONTRACTOR shall also provide mobile installation services as referenced in Subparagraph 1.10 of Exhibit D.

5. PAYMENT

5.1 Allowable Costs and Usage

5.1.1 CONTRACTOR shall be paid monthly in arrears during the term of this Agreement. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to provide SCRAM CAM services at the unit price listed in Subparagraphs 5.1.2 and 5.1.3 of Exhibit D, regardless of the number of referrals.

5.1.2 CONTRACTOR shall be paid monthly in arrears, a rate of \$____ per day, per CLIENT, for SCRAM CAM services.

5.1.3 CONTRACTOR shall be paid a one-time enrollment fee of \$____ per referred CLIENT.

5.1.4 CONTRACTOR agrees no payments will be made for the following:

5.1.4.1 An enrollment fee for a CLIENT for whom an enrollment fee was previously paid, at any time, by COUNTY on behalf of the referred CLIENT. In the event a CLIENT is re-referred after being previously terminated from services, a second enrollment fee is not applicable.

5.1.4.2 Monitoring fees incurred prior to a COUNTY authorized service period as indicated on the written referral from provided to CONTRACTOR by ADMINISTRATOR. For example, if a referral indicates service is to begin on or after September 1, 2021, any date prior to September 1, 2021 is ineligible for payment.

- 5.1.4.3 Monitoring fees incurred after an authorized service period has expired, as indicated in a written service termination notice provided to CONTRACTOR by ADMINISTRATOR. For example, if ADMINISTRATOR notifies CONTRACTOR on September 1, 2021 that the service authorization expires on September 2, 2021, services provided after September 2, 2021 are ineligible for payment.
- 5.1.4.4 Enrollment fees for non-compliant CLIENTS who do not have a SCRAM CAM Bracelet device installed.
- 5.1.4.5 SCRAM CAM related equipment damaged or lost by a CLIENT referred to CONTRACTOR through this Agreement, regardless of the cause for such damage or loss.
- 5.1.4.6 Any fee other than the fees referenced in Subparagraphs 5.1.3 and 5.1.4 of Exhibit D.
- 5.1.5 CONTRACTOR shall not charge any fees (e.g., deposit fee, secondary enrollment fee, etc.) to a CLIENT unless specifically authorized or directed to do so by ADMINISTRATOR.
- 5.1.6 CONTRACTOR agrees that in the event the Orange County Juvenile Court orders a CLIENT to partially or completely pay for continuous alcohol monitoring services, ADMINISTRATOR will coordinate with CONTRACTOR to accept direct payment from the CLIENT and to bill COUNTY for the difference between the amount the CLIENT paid and the fees referenced in Subparagraphs 5.1.3 and 5.1.4 of Exhibit D.

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