

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 MEDTOX LABORATORIES, INCORPORATED
6 FOR THE PROVISION OF
7 DRUG TESTING SERVICES
8

9 THIS AGREEMENT, entered into this 1st day of July, 2008, which date is
10 particularized for purpose of reference only, is by and between the COUNTY OF
11 ORANGE, hereinafter referred to as "COUNTY," and MEDTOX Laboratories,
12 Incorporated, a Delaware corporation, qualified to transact interstate business
13 in the State of California, hereinafter referred to as "CONTRACTOR." This
14 Agreement shall be administered by the County of Orange Social Services Agency
15 Director or designee, hereinafter referred to as "ADMINISTRATOR."
16

17 W I T N E S S E T H:
18

19 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
20 drug testing services; and
21

22 WHEREAS, CONTRACTOR agrees to render such services on the terms and
23 conditions hereinafter set forth;
24

25 WHEREAS, such contracts are authorized and provided for pursuant to
26 California Welfare and Institutions Code Section 16501;
27

28 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2008, and terminate on June 30, 2009, unless earlier terminated pursuant to the provisions of Paragraph 32 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. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 14.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

3. STATUS OF CONTRACTOR

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.

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

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibit "A" to the Agreement Between County
7 of Orange and MEDTOX Laboratories, Incorporated, for the Provision of Drug
8 Testing Services, attached hereto and incorporated herein by reference.
9 CONTRACTOR shall operate continuously throughout the term of this Agreement
10 with the number and type of staff described and as required for provision of
11 services hereunder pursuant to the personnel disclosure provisions of this
12 Agreement.

13 4.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
14 appropriate staff to attend an orientation session and subsequent training
15 sessions given by COUNTY.

16 5. LICENSES AND STANDARDS

17 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
18 required by the laws of the United States, State of California, County of
19 Orange and all other appropriate governmental agencies, and agrees to maintain
20 these licenses and permits in effect for the duration of this Agreement.
21 Further, CONTRACTOR warrants that its employees shall conduct themselves in
22 compliance with such laws and licensure requirements including, without
23 limitation, compliance with laws applicable to sexual harassment and ethical
24 behavior.

25 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
26 unless waived in whole or in part by ADMINISTRATOR, with all applicable
27 provisions of the California Welfare and Institutions Code; Title 45 of the
28 Code of Federal Regulations (CFR); Federal Office of Management and Budget

1 Circulars A-21, A-122, and A-87; 48 CFR 31.2; and all applicable laws and
2 regulations of the United States, State of California, County of Orange Social
3 Services Agency Regulations and all administrative regulations, rules and
4 policies adopted thereunder as each and all may now exist or be hereafter
5 amended.

6 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

7 6.1 Delegation and Assignment:

8 CONTRACTOR shall neither delegate its duties or obligations nor
9 assign its rights with respect to this Agreement, either in whole or in part.
10 Any such attempted delegation or assignment shall be void. The transfer of
11 assets in excess of ten (10) percent of the total assets of CONTRACTOR, or any
12 change in the corporate structure, the governing body, or the management of
13 CONTRACTOR, which occurs as a result of such transfer, shall be deemed an
14 assignment of benefits under the terms of this Agreement and shall be void.

15 6.2 Subcontracts:

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

24 6.2.1 Subcontracts of \$10,000 or less:

25 CONTRACTOR shall develop a standard form Purchase Order,
26 subject to prior written approval of ADMINISTRATOR, to be utilized for the
27 purchase of services by CONTRACTOR when the cumulative total cost of the
28 services to be provided by any organization is anticipated to be ten thousand

1 dollars (\$10,000) or less during the term of this Agreement. The basis for
2 costs incurred by any such Purchase Order(s) shall be the actual cost of
3 providing services or the usual and customary charges established by the
4 organization(s) providing the services.

5 6.2.2 Subcontracts in excess of \$10,000:

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

17 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement
18 system, CONTRACTOR shall comply with such procurement system in obtaining
19 subcontracts with a total cost in excess of ten thousand dollars (\$10,000)
20 during the term of this Agreement. In addition, CONTRACTOR shall obtain
21 ADMINISTRATOR's written consent prior to entering into a subcontract with any
22 organization when the total cumulative cost of services to be provided by that
23 organization is anticipated to exceed ten thousand dollars (\$10,000) during
24 the term of this Agreement.

25 CONTRACTOR and its subcontractor(s) shall establish and maintain
26 accurate and complete financial records related to services provided under the
27 terms of this Agreement. Such records may be subject to the satisfaction of
28 ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee,

1 for a period of five (5) years, or until any pending audit is completed.

2 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

3 7.1 Form of Business Organization:

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

8 7.1.1 The form of CONTRACTOR's business organization, i.e.,
9 proprietorship, partnership, corporation, etc.

10 7.1.2 A detailed statement indicating the relationship of
11 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
12 individual.

13 7.1.3 A detailed statement indicating the relationship of
14 CONTRACTOR to any subsidiary business organization or to any individual who
15 may be providing services, supplies, material or equipment to CONTRACTOR or in
16 any manner does business with CONTRACTOR under this Agreement.

17 7.2 Change in Form of Business Organization:

18 If during the term of this Agreement, the form of CONTRACTOR's
19 business organization changes, or the ownership of CONTRACTOR changes, or
20 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
21 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
22 writing, detailing such changes. A change in the form of business
23 organization may, at COUNTY's sole discretion, be treated as an attempted
24 assignment of rights or delegation of duties of this Agreement.

25 8. NON-DISCRIMINATION

26 8.1 In the performance of this Contract, CONTRACTOR agrees that it
27 shall not engage nor employ any unlawful discriminatory practices in the
28 admission of clients, provision of services or benefits, assignment of

1 accommodations, treatment, evaluation, employment of personnel or in any other
2 respect on the basis of sex, race, color, ethnicity, national origin,
3 ancestry, religion, age, marital status, medical condition, sexual
4 orientation, sexual preference, physical or mental disability or any other
5 protected group in accordance with the requirements of all applicable Federal
6 or State law.

7 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
8 meets the lawful and applicable requirements of the Department of Health and
9 Human Services.

10 8.3 CONTRACTOR shall furnish any and all information requested by
11 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
12 books, records and accounts in order to ascertain CONTRACTOR's compliance with
13 Paragraph 8 et seq.

14 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
15 "Equal Employment Opportunity", as amended by Executive Order 11375 and as
16 supplemented in Department of Labor regulations (41 CFR Part 60).

17 8.5 Non-Discrimination in Employment:

18 8.5.1 All solicitations or advertisements for employees placed
19 by or on behalf of CONTRACTOR shall state that all qualified applicants will
20 receive consideration for employment without regard to sex, race, color,
21 ethnicity, national origin, ancestry, religion, age, marital status, medical
22 condition, sexual orientation, sexual preference, physical or mental
23 disability or any other protected group in accordance with the requirements of
24 all applicable Federal or State law. Notices describing the provisions of the
25 equal opportunity clause shall be posted in a conspicuous place for employees
26 and job applicants.

27 8.5.2 CONTRACTOR shall refer any and all employees desirous of
28 filing a formal discrimination complaint to:

1 State of California Public Inquiry and Response Bureau
2 744 P Street, MS 20-23
3 Sacramento, California 95814
4 Telephone: 1-800-952-5253
1-800-952-8349 (Hearing Impaired)

5 8.6 Non-Discrimination in Service Delivery:

6 8.6.1 CONTRACTOR shall comply with Title VI and VII of the
7 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
8 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
9 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
10 the Americans with Disabilities Act of 1990; California Civil Code Section 51
11 et seq., as amended; California Government Code Sections 11135-11139.5, as
12 amended; California Government Code Section 12940 (c), (h) (1), (i), and (j);
13 California Government Code Section 4450; Title 22, California Code of
14 Regulations Sections 98000-98413; Title 24, California Code of Regulations
15 Section 3105A(e); the Dymally-Allatorre Bilingual Services Act (California
16 Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers
17 to Interethnic Adoption Act of 1996; and other applicable Federal and State
18 laws, as well as their implementing regulations (including 45 Code of Federal
19 Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42),
20 and any other law pertaining to Equal Employment Opportunity, Affirmative
21 Action and Nondiscrimination as each may now exist or be hereafter amended.
22 CONTRACTOR shall not implement any administrative methods or procedures which
23 would have a discriminatory effect or which would violate the California
24 Department of Social Services (CDSS) Manual of Policies and Procedures (MPP)
25 Division 21, Chapter 21-100. If there are any violations of this paragraph,
26 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
27 in accordance with Welfare and Institutions Code Section 10605, or Government
28 Code 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 8.6 et seq.

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency
Program Integrity
1200 N. Main Street
Santa Ana, CA 92701-3633
Attn: Civil Rights Coordinator
Telephone: (714) 480-6501

State Civil Rights Contact:

California Department of Social Services
Civil Rights Bureau
744 P Street, M.S. 15-70
Sacramento, CA 95814

Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

9. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
888 N. Main Street
Santa Ana, CA 92701

CONTRACTOR: MEDTOX Laboratories, Inc.
402 West County Road D
Saint Paul, MN 55112

1 All notices shall be deemed effective when in writing and deposited in
2 the United States mail, first class, postage prepaid and addressed as above.
3 Any notices, claims, correspondence, reports and/or statements authorized or
4 required by this Agreement addressed in any other fashion shall be deemed not
5 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
6 the addresses to which notices are sent.

7 10. INDEMNIFICATION AND INSURANCE

8 10.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
9 writing by COUNTY, and hold Department of Health and Human Services, the
10 State, COUNTY, and their elected and appointed officials, officers, employees,
11 agents and those special districts and agencies which COUNTY's Board of
12 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
13 any claims, demands or liability of any kind or nature, including but not
14 limited to personal injury or property damage, arising from or related to the
15 services, products or other performance provided by CONTRACTOR pursuant to
16 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
17 court of competent jurisdiction because of the concurrent active negligence of
18 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
19 be apportioned as determined by the court. Neither party shall request a jury
20 apportionment.

21 10.2 Without limiting CONTRACTOR's liability for indemnification, prior
22 to the provision of services under this Agreement, CONTRACTOR agrees to
23 purchase all required insurance at CONTRACTOR's expense and to deposit with
24 ADMINISTRATOR Certificates of Insurance, including all endorsements required
25 herein, necessary to satisfy COUNTY that the insurance provisions of this
26 Agreement have been complied with and to keep such insurance coverage and the
27 certificates therefore on deposit with ADMINISTRATOR during the entire term of
28 this Agreement, and beyond, as set forth herein.

1 10.3 CONTRACTOR shall ensure that all subcontractors performing work on
2 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
3 CONTRACTOR's insurance as an additional insured or maintain insurance subject
4 to the same terms and conditions as set forth herein for CONTRACTOR.
5 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
6 than the level of coverage required by COUNTY from CONTRACTOR under this
7 Agreement. It is the obligation of CONTRACTOR to provide notice of the
8 insurance requirements to every subcontractor, and to receive proof of
9 insurance prior to allowing any subcontractor to begin work. Such proof of
10 insurance must be maintained by CONTRACTOR through the entirety of this
11 Agreement for inspection by County representative(s) at any reasonable time.

12 10.4 All insurance policies required by this Agreement shall declare
13 any deductible or self-insured retention (SIR) in an amount in excess of
14 \$25,000 (\$5,000 for automobile liability), which shall specifically be
15 approved by the County Executive Office (CEO)/Office of Risk Management.
16 CONTRACTOR shall be responsible for reimbursement of any deductible to the
17 insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly
18 stated on the Certificate of Insurance.

19 10.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
20 the full term of this Agreement, COUNTY may terminate this Agreement.

21 10.6 The policy or policies of insurance required herein must be issued
22 by an insurer licensed to do business in the State of California (California
23 Admitted Carrier). If the insurer is not licensed to do business in the State
24 of California, ADMINISTRATOR retains the right to approve or reject the
25 insurer after a review of the insurer's performance and financial ratings by
26 the County Executive Office (CEO)/Office of Risk Management.

27 10.7 The policy or policies of insurance required herein must be issued
28 by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a

minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States** or by going on-line to "ambest.com."

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

<u>Coverage</u>	<u>Minimum Limits</u>	
	Per Occurrence	Annual Aggregate
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000	\$2,000,000
Automobile Liability (covering all owned, non-owned and hired vehicles)	\$1,000,000	\$1,000,000
Workers' Compensation	Statutory	Statutory
Employer's Liability	\$1,000,000	\$1,000,000
Sexual Misconduct Liability	\$1,000,000	\$1,000,000
Professional Liability	\$1,000,000	\$1,000,000

10.9 All liability insurance, except Professional Liability, required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

10.10 The County of Orange shall be added as an additional insured on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability, and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

1 10.11 All insurance policies required by this Agreement shall be primary
2 insurance, and any insurance maintained by the County of Orange shall be
3 excess and non-contributing with insurance provided by these policies. An
4 endorsement evidencing that CONTRACTOR's insurance is primary and non-
5 contributing shall specifically accompany the Certificate of Insurance for the
6 Commercial General Liability and Sexual Misconduct Liability.

7 10.12 All insurance policies required by this Agreement shall give the
8 County of Orange 30 days notice in the event of cancellation. This shall be
9 evidenced by an endorsement separate from the Certificate of Insurance. In
10 addition, the cancellation clause must include language as follows, which
11 edits the pre-printed ACORD certificate:

12 "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
13 BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL
14 ~~ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE~~
15 ~~HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE~~
16 ~~SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE~~
17 ~~COMPANY, ITS AGENT OR REPRESENTATIVE."~~

18 10.13 All insurance policies required by this Agreement shall waive all
19 rights of subrogation against the County of Orange and members of the Board of
20 Supervisors, its elected and appointed officials, officers, agents and
21 employees when acting within the scope of their appointment or employment.

22 10.14 If CONTRACTOR's Professional Liability policy is a "claims made"
23 policy, CONTRACTOR shall agree to maintain professional liability coverage for
24 two (2) years following completion of this Agreement.

25 10.15 The Commercial General Liability policy shall contain a
26 severability of interests clause.

27 10.16 CONTRACTOR is aware of the provisions of Section 3700 of the
28 California Labor Code which requires every employer to be insured against

1 liability for Workers' Compensation or be self-insured in accordance with
2 provisions of that code. CONTRACTOR will comply with such provisions and
3 shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for
4 the period of this Agreement, statutory Workers' Compensation insurance and
5 Employers' Liability insurance with minimum limits of \$1,000,000 per
6 occurrence.

7 10.17 If CONTRACTOR fails to provide the insurance certificates and
8 endorsements within seven (7) days of notification by CEO/Purchasing or
9 ADMINISTRATOR, award may be made to the next qualified proponent.

10 10.18 COUNTY expressly retains the right to require CONTRACTOR to
11 increase or decrease insurance of any of the above insurance types throughout
12 the term of this Agreement. Any increase or decrease in insurance will be as
13 deemed by County of Orange Risk Manager as appropriate to adequately protect
14 COUNTY.

15 10.19 COUNTY shall notify CONTRACTOR in writing of changes in the
16 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
17 certificates of insurance and endorsements with ADMINISTRATOR incorporating
18 such changes within thirty (30) days of receipt of such notice, this Agreement
19 may be in breach without further notice to CONTRACTOR, and COUNTY shall be
20 entitled to all legal remedies.

21 10.20 The procuring of such required policy or policies of insurance
22 shall not be construed to limit CONTRACTOR's liability hereunder nor to
23 fulfill the indemnification provisions and requirements of this Agreement.

24 10.21 The County of Orange Certificate of Insurance and the Special
25 Endorsement for the County of Orange can be utilized to verify compliance with
26 the above-mentioned insurance requirements in place of commercial insurance
27 certificates and endorsements.

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1 11. CONFLICT OF INTEREST

2 CONTRACTOR shall exercise reasonable care and diligence to prevent any
3 actions or conditions that could result in a conflict with the best interests
4 of COUNTY. This obligation shall apply to CONTRACTOR's employees, agents,
5 relatives, subcontractors, and third parties associated with accomplishing the
6 work hereunder.

7 CONTRACTOR's efforts shall include, but not be limited to, establishing
8 precautions to prevent its employees or agents from making, receiving,
9 providing, or offering gifts, entertainment, payments, loans, or other
10 considerations which could be deemed to appear to influence individuals to act
11 contrary to the best interests of COUNTY.

12 12. ANTI-PROSELYTISM PROVISION

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

17 13. BREACH SANCTIONS

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

23 13.1 Afford CONTRACTOR a time period within which to cure the breach,
24 which period shall be established at the sole discretion of ADMINISTRATOR;
25 and/or

26 13.2 Discontinue reimbursement to CONTRACTOR for and during the period
27 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
28 later recovery; and/or

1 13.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
2 COUNTY those monies disallowed pursuant to Subparagraph 13.2, above.

3 ADMINISTRATOR shall give CONTRACTOR written notice of any action
4 pursuant to this paragraph, which notice shall be deemed served on the date of
5 mailing.

6 14. PAYMENTS

7 14.1 Maximum Contractual Obligation:

8 The maximum obligation of COUNTY under this Agreement shall be
9 ~~\$520,170~~ \$716,521, or actual allowable costs, whichever is less.

10 14.2 Allowable Costs and Usage:

11 During the term of this Agreement, COUNTY shall pay CONTRACTOR
12 monthly in arrears, the following rates for each urinalysis test performed to
13 detect substances identified in Subparagraph 6.1 of Exhibit "A". No guarantee
14 is given by COUNTY to CONTRACTOR regarding usage of this contract. CONTRACTOR
15 agrees to supply the services at the prices listed in Subparagraph 14.3,
16 regardless of the number of referrals from COUNTY.

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14.3 Payment Rates:

UNIT COST OF RANDOM DRUG TEST / IN COUNTY COLLECTIONS	
Itemization	Price
Random Program Management	\$ 2.50
In County Collection Fee	\$11.00
Laboratory Processing Fee	\$ 9.50
TOTAL UNIT COST OF DRUG TEST	\$23.00
UNIT COST OF RANDOM DRUG TEST / OUT OF COUNTY COLLECTIONS	
Itemization	Price
Random Program Management	\$ 2.50
Out of County Collection Fee	\$15.00
Laboratory Processing Fee	\$ 9.50
TOTAL UNIT COST OF DRUG TEST	\$27.00

UNIT COST OF ON-DEMAND DRUG TEST / IN COUNTY COLLECTIONS	
Itemization	Price
In County Collection Fee	\$11.00
Laboratory Processing Fee	\$ 9.50
TOTAL UNIT COST OF DRUG TEST	\$20.50
UNIT COST OF ON-DEMAND DRUG TEST / OUT OF COUNTY COLLECTIONS	
Itemization	Price
Out of County Collection Fee	\$15.00
Laboratory Processing Fee	\$ 9.50
TOTAL UNIT COST OF DRUG TEST	\$24.50

ADDITIONAL EXPENSES ⁽¹⁾	
General Protocol Affidavit (each)	\$25.00
Expert Witness Preparation (per hour)	\$100.00
Expert Witness - telephonic	\$100.00
Expert Witness Testimony (in person)	\$200.00 per hour plus expenses
Litigation Package (each)	\$100.00
Invalid Handling ⁽²⁾	\$7.00

⁽¹⁾ With the exception of Invalid Handling, CONTRACTOR shall obtain written authorization from ADMINISTRATOR prior to providing any service that may incur an Additional Expense to the COUNTY.

⁽²⁾ Invalid Handling expense shall be incurred by the COUNTY, in lieu of a

1 Laboratory Processing Fee, when a urine sample is received at CONTRACTOR's
2 laboratory but for any reason is unsuitable for testing. In this
3 circumstance, a Collection Fee shall be charged to the COUNTY, but a Random
4 Program Management Fee shall not be charged to COUNTY.

5 14.4 CONTRACTOR shall provide an itemized billing statement each month
6 that indicates prices corresponding to the service descriptions indicated in
7 Subparagraph 14.3.

8 14.5 In the event the COUNTY requires urinalysis testing for a
9 substance not included in Subparagraph 6.1 of Exhibit "A" to this Agreement,
10 COUNTY agrees to pay to CONTRACTOR, CONTRACTOR's current catalog price for the
11 drug test.

12 14.6 Claims:

13 14.6.1 All claims must be submitted monthly by CONTRACTOR on a
14 form approved by ADMINISTRATOR. All claims submitted to COUNTY must be
15 supported with source documents including, inter alia, a monthly statement of
16 services, general ledgers, supporting journals, time sheets, invoices,
17 canceled checks, receipts, and receiving records, some of which may be
18 required to be copied and submitted with each monthly invoice. Source
19 documents that CONTRACTOR must submit with each monthly invoice shall be
20 determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
21 shall retain all financial records in accordance with Paragraph 17 (Records,
22 Inspections, Audits) of this Agreement.

23 14.6.2 Payments should be released by COUNTY within a
24 reasonable time period of approximately thirty (30) days after receipt of a
25 correctly completed claim form and required supporting documentation.

26 14.6.3 Final Claim/Settlement:

27 14.6.3.1 Any and all claims must be received by
28 ADMINISTRATOR no later than August 30, 2009 at 5:00 p.m., said date being

1 approximately sixty (60) days after termination of this Agreement. Claims
2 received after this date and time may not be reimbursed. ADMINISTRATOR may,
3 in its sole discretion, modify the date upon which the final claim must be
4 received, upon notice to CONTRACTOR.

5 14.6.3.2 The basis for final settlement shall be the
6 actual allowable costs as defined in Title 45 of the Code of Federal
7 Regulations and OMB Circular 48 CFR 31.2, incurred and paid by CONTRACTOR
8 pursuant to this Agreement; limited, however, to the maximum obligation of
9 COUNTY. In the event that any overpayment has been made, COUNTY may offset
10 the amount of the overpayment against the final payment. In the event
11 overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such
12 sums within five (5) days of notice from COUNTY. Nothing herein shall be
13 construed as limiting the remedies of COUNTY in the event an overpayment has
14 been made.

15 15. OVERPAYMENTS

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

1 16. FINAL REPORT

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

7 17. RECORDS, INSPECTIONS AND AUDITS

8 17.1 Financial Records:

9 17.1.1 CONTRACTOR shall prepare and maintain accurate and
10 complete financial records. Financial records shall be retained, by
11 CONTRACTOR, for a minimum of five (5) years from the date of final payment
12 under this Agreement or until all pending COUNTY, State and Federal audits are
13 completed, whichever is later.

14 17.1.2 CONTRACTOR shall establish and maintain reasonable
15 accounting, internal control and financial reporting standards in conformity
16 with generally accepted accounting principles established by the American
17 Institute of Certified Public Accountants (AICPA) and to the satisfaction of
18 ADMINISTRATOR.

19 17.2 Client Records:

20 17.2.1 CONTRACTOR shall prepare and maintain accurate and
21 complete records of clients served, and dates and type of services provided
22 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

23 17.2.2 All client records related to services provided under
24 the terms of this Agreement shall be retained by CONTRACTOR for a minimum of
25 five (5) years from the date of final payment under this Agreement or until
26 all pending COUNTY, State and Federal audits are completed, whichever is
27 later. Notwithstanding anything to the contrary, upon termination of this
28 Agreement, CONTRACTOR shall relinquish control with respect to client records

1 to COUNTY in accordance with Subparagraph 32.2.

2 17.2.3 COUNTY may refuse payment for a claim if client records
3 are determined by COUNTY to be incomplete or inaccurate. In the event client
4 records are determined to be incomplete or inaccurate after payment has been
5 made, COUNTY may treat such payment as an overpayment within the provisions of
6 this Agreement.

7 17.3 Public Records:

8 With the exception of client records or other records referenced
9 in Paragraph 22, entitled Confidentiality, all records, including but not
10 limited to, reports, audits, notices, claims, statements and correspondence,
11 required by this agreement may be subject to public disclosure. COUNTY shall
12 not be liable for any such disclosure.

13 17.4 Inspections and Audits:

14 17.4.1 The Department of Health and Human Services,
15 Comptroller General of the United States, Director of the California
16 Department of Social Services, State Auditor-General, ADMINISTRATOR, COUNTY's
17 Auditor-Controller and Internal Audit Department, or any of their authorized
18 representatives, shall have access to any books, documents, papers and
19 records, including medical records, of CONTRACTOR which any of them may
20 determine to be pertinent to this Agreement for the purpose of financial
21 monitoring. Further, all the above mentioned persons have the right at all
22 reasonable times to inspect or otherwise evaluate the work performed or being
23 performed under this Agreement and the premises in which it is being
24 performed.

25 17.4.2 CONTRACTOR shall make available its books and financial
26 records within the borders of Orange County within ten (10) days after receipt
27 of written demand by ADMINISTRATOR.

28 17.4.3 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 financial records.

17.4.4 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.

18. PERSONNEL DISCLOSURE

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

18.1.1 All full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the programs described herein;

18.1.2 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;

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

18.1.4 The language skill, if applicable, for all personnel.

18.2 Where authorized by law, CONTRACTOR shall conduct criminal record background checks on all employees and/or volunteers who will provide services under this Agreement.

18.3 CONTRACTOR warrants that all persons employed or otherwise

1 assigned by CONTRACTOR to provide services under this Agreement have
2 satisfactory past work records and/or reference checks indicating their
3 ability to perform the required duties and accept the kind of responsibility
4 anticipated under this Agreement. CONTRACTOR shall maintain records of
5 background investigations and reference checks undertaken and coordinated by
6 CONTRACTOR for each employee and/or volunteer assigned to provide services
7 under this Agreement for a minimum of five (5) years from the date of final
8 payment under this Agreement or until all pending COUNTY, State and Federal
9 audits are completed, whichever is later, in compliance with all applicable
10 laws.

11 18.4 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
12 arrest and/or subsequent conviction, for offenses other than minor traffic
13 offenses, of any paid employee and/or volunteer staff performing services
14 under this Agreement, when such information becomes known to CONTRACTOR.
15 ADMINISTRATOR, in its sole discretion, may determine whether such employee
16 and/or volunteer may continue to provide services under this Agreement and
17 shall provide notice of such determination to CONTRACTOR in writing.
18 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
19 material breach of this Agreement, pursuant to Paragraph 13, above.

20 19. EMPLOYMENT ELIGIBILITY VERIFICATION

21 As applicable, CONTRACTOR warrants that it fully complies with all
22 Federal and State statutes and regulations regarding the employment of aliens
23 and others and that all its employees performing work under this Agreement
24 meet the citizenship or alien status requirement set forth in Federal statutes
25 and regulations. CONTRACTOR shall obtain, from all employees performing work
26 hereunder, all verification and other documentation of employment eligibility
27 status required by Federal or State statutes and regulations including, but
28 not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §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, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or the 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.

20. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

- (a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- (b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- (c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and
- (d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to

1 comply with all lawfully served Wage and Earnings Assignment Orders and
2 Notices of Assignment shall constitute a material breach of this Agreement,
3 and failure to cure such breach within sixty (60) calendar days of notice from
4 COUNTY shall constitute grounds for termination of this Agreement.

5 It is expressly understood that this data will be transmitted to
6 governmental agencies charged with the establishment and enforcement of child
7 support orders, and for no other purpose.

8 21. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

9 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
10 ensure that all employees, volunteers, consultants, or agents performing
11 services under this Agreement report child abuse or neglect to a child
12 protective agency as defined in Penal Code Section 11165.9 and dependent adult
13 or elder abuse as defined in Section 15610.07 of the Welfare and Institutions
14 Code (WIC) to an adult protection agency. CONTRACTOR shall require such
15 employee, volunteer, consultant or agent to sign a statement acknowledging the
16 child abuse reporting requirements set forth in Sections 11166 and 11166.05 of
17 the California Penal Code and the dependent adult and elder abuse reporting
18 requirements as set forth in Section 15630 of the WIC and will comply with the
19 provisions of these code sections as they now exist or as they may hereafter
20 be amended.

21 22. CONFIDENTIALITY

22 22.1 CONTRACTOR agrees to maintain the confidentiality of its records
23 pursuant to Welfare and Institutions Code Sections 827 and 10850-10853, the
24 California Department of Social Services (CDSS) Manual of Policies and
25 Procedures, Division 19-000, and all other provisions of law, and regulations
26 promulgated thereunder relating to privacy and confidentiality, as each may
27 now exist or be hereafter amended.

28 All records and information concerning any and all persons

1 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
2 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
3 volunteers. CONTRACTOR shall require all of its employees, agents,
4 subcontractors and volunteer staff who may provide services for CONTRACTOR
5 under this Agreement to sign an agreement with CONTRACTOR before commencing
6 the provision of any such services, to maintain the confidentiality of any and
7 all materials and information with which they may come into contact, or the
8 identities or any identifying characteristics or information with respect to
9 any and all participants referred to CONTRACTOR by COUNTY, except as may be
10 required to provide services under this Agreement or to those specified in
11 this Agreement as having the capacity to audit CONTRACTOR, and as to the
12 latter, only during such audit. CONTRACTOR shall comply with any audits
13 specified in Paragraph 17, provide reports and any other information required
14 by COUNTY in the administration of this Agreement, and as otherwise permitted
15 by law.

16 22.2 CONTRACTOR shall inform all of its employees, agents,
17 subcontractors, volunteers and partners of this provision and that any person
18 knowingly and intentionally violating the provisions of said State law may be
19 guilty of a crime.

20 22.3 CONTRACTOR agrees that any and all subcontracts entered into shall
21 be subject to the confidentiality requirements of this Agreement.

22 22.4 CONTRACTOR must receive prior written approval of the Juvenile
23 Court before allowing any child to be interviewed or photographed by any
24 publication or to appear on any radio or television shows or make any other
25 public appearance. Such approval shall be requested through child's Social
26 Worker.

27 22.4.1 All materials prepared for, and/or relating to actions
28 taken by the Juvenile Court and furnished by COUNTY to CONTRACTOR shall

1 require prior written approval of the Juvenile Court for release.

2 22.4.2 CONTRACTOR agrees to maintain the confidentiality of its
3 records with respect to Juvenile Court placement, in accordance with the
4 Juvenile Court's Confidentiality and Release of Information Policy and Order
5 of January 28, 1997, as it now exists or may hereafter be amended.

6 23. COPYRIGHT ACCESS

7 The Department of Health and Human Services, the California Department
8 of Social Services, and COUNTY shall have a royalty-free, nonexclusive and
9 irrevocable license to publish, translate, or use, now and hereafter, all
10 material developed under this Agreement including those covered by copyright.

11 24. WAIVER

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

20 25. PUBLICITY

21 Information and solicitations, prepared and released by CONTRACTOR,
22 concerning the services provided under this Agreement, shall state that the
23 program, wholly or in part, is funded through COUNTY, State and Federal
24 government funds.

25 26. COUNTY RESPONSIBILITIES

26 ADMINISTRATOR will provide consultation and technical assistance, and
27 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

28 ///

1 27. REPORTS

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

7 28. ENERGY EFFICIENCY STANDARDS

8 As applicable, CONTRACTOR shall comply with the mandatory standards and
9 policies relating to energy efficiency in the State Energy Conservation Plan
10 (Title 24, California Code of Regulations).

11 29. ENVIRONMENTAL PROTECTION STANDARDS

12 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
13 [42 USC 1857(h)], Section 508 of the Clean Water Act (33 USC 1368), Executive
14 Order 11738 and Environmental Protection Agency, hereinafter referred to as
15 "EPA", regulations (40 CFR, Part 15) as any may now exist or be hereafter
16 amended. Under these laws and regulations, CONTRACTOR assures that:

17 29.1 No facility to be utilized in the performance of the proposed
18 grant has been listed on the EPA List of Violating Facilities;

19 29.2 It will notify COUNTY prior to award, of the receipt of any
20 communication from the Director, Office of Federal Activities, U.S. EPA,
21 indicating that a facility to be utilized for the grant is under consideration
22 to be listed on the EPA List of Violating Facilities;

23 29.3 It will notify COUNTY and the EPA about any known violation of the
24 above laws and regulations.

25 30. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
26 CERTAIN FEDERAL TRANSACTIONS

27 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
28 pursuant to 31 U.S.C. 1352 and the guidelines with respect to those provisions

1 set down by the Federal Office of Management and Budget and published in the
2 Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332.
3 Under these laws and regulations, it is mutually understood that any contract
4 which utilizes federal monies in excess of \$100,000 must contain and
5 CONTRACTOR must comply with the following provisions:

6 A. The definitions and prohibitions contained in the clause at
7 FAR 52.203-12, Limitation on Payments to Influence Certain Federal
8 Transactions, included in this solicitation, are hereby incorporated by
9 reference in paragraph (B) of this certification.

10 B. The offeror, by signing its offer, hereby certifies to the
11 best of his or her knowledge and belief as of December 23, 1989 that

12 1) No Federal appropriated funds have been paid or will
13 be paid to any person for influencing or attempting to influence an officer or
14 employee of any agency, a Member of Congress, an officer or employee of
15 Congress, or an employee of a Member of Congress on his or her behalf in
16 connection with the awarding of any Federal contract, the making of any
17 Federal grant, the making of any Federal loan, the entering into of any
18 cooperative agreement, and the extension, continuation, renewal, amendment or
19 modification of any Federal contract, grant, loan, or cooperative agreement;

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

28 3) He or she will include the language of this

1 certification in all subcontract awards at any tier and require that all
2 recipients of subcontract awards in excess of \$100,000 shall certify and
3 disclose accordingly.

4 C. Submission of this certification and disclosure is a
5 prerequisite for making or entering into this contract imposed by Section
6 1352, Title 31, United States Code. Any person who makes an expenditure
7 prohibited under this provision or who fails to file or amend the disclosure
8 form to be filed or amended by this provision, shall be subject to a civil
9 penalty of not less than \$10,000, and not more than \$100,000, for each such
10 failure.

11 31. POLITICAL ACTIVITY

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

15 32. TERMINATION PROVISIONS

16 32.1 ADMINISTRATOR may terminate this Agreement without penalty
17 immediately with cause or after thirty (30) days' written notice without
18 cause, unless otherwise specified. Notice shall be deemed served on the date
19 of mailing. Cause shall be defined as any breach of contract, any
20 misrepresentation or fraud on the part of the CONTRACTOR. Exercise by
21 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
22 all further obligation under this Agreement.

23 32.2 Upon termination, or notice thereof, CONTRACTOR agrees to
24 cooperate with ADMINISTRATOR in the orderly transfer of service
25 responsibilities, active case records, and pertinent documents.

26 32.3 The obligations of COUNTY under this Agreement are contingent upon
27 the availability of Federal and/or State funds, as applicable, for the
28 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 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

33. GOVERNING LAW AND VENUE

This Agreement has been negotiated in the state of California and shall be governed by and construed under the laws of the state of California. 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 in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

34. SIGNATURE IN COUNTERPARTS

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

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WHEREFORE, the parties hereto have executed this Agreement.

By: _____
JAMES SCHOONOVER
VICE PRESIDENT
MEDTOX LABORATORIES, INC.

By: _____
COUNTY OF ORANGE
CHAIRMAN OF THE BOARD
OF SUPERVISORS

Dated: _____

Dated: _____

By: _____
KEVIN WEIRSMAN
CHIEF FINANCIAL OFFICER
MEDTOX LABORATORIES, INC.

Dated: _____

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

DARLENE J. BLOOM
Clerk of the Board of Supervisors
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
MEDTOX LABORATORIES, INCORPORATED
FOR THE PROVISION OF
DRUG TESTING SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide Drug Testing Services by means of urinalysis to all individuals hereinafter referred to as "CLIENTS" referred by the Children and Family Services Division (CFS) of COUNTY's Social Services Agency (SSA). CLIENTS to be served include parents and legal guardians of children identified by ADMINISTRATOR to be at risk of abuse and/or neglect, dependent minors with a history of substance abuse whose case plan includes required drug testing, or clients whose voluntary case plan includes drug testing.

2. COUNTY RESPONSIBILITIES

2.1 Before referring any court-ordered CLIENT to CONTRACTOR, ADMINISTRATOR will first obtain either written consent by both CLIENT and CLIENT's attorney to the observed collection of the urine sample or, in the alternative, a court order which specifies that the collection of the sample must be observed. For any non-court ordered CLIENT referred to CONTRACTOR, ADMINISTRATOR will obtain a written consent by CLIENT to the observed collection of the urine sample.

2.2 ADMINISTRATOR will provide consultation, technical assistance, and will monitor the performance of CONTRACTOR in meeting the terms of this

1 Agreement.

2 ADMINISTRATOR will evaluate CONTRACTOR'S performance of the terms of
3 this Agreement annually.

4 3. SERVICES

5 3.1 Referrals:

6 3.1.1 It is mutually understood that no minimum number of
7 referrals is guaranteed, expressed or implied, under this Agreement.

8 3.1.2 CONTRACTOR agrees to provide urine collection for all
9 CLIENTS referred by ADMINISTRATOR.

10 3.1.3 CONTRACTOR shall maintain a toll free fax line twenty-
11 four (24) hours per day, seven (7) days per week to receive referral forms
12 submitted by ADMINISTRATOR.

13 3.1.4 CONTRACTOR shall maintain an electronic referral system
14 twenty-four (24) hours per day, seven (7) days per week, as an alternative
15 method for ADMINISTRATOR to refer CLIENTS.

16 3.1.5 Referrals shall include, at a minimum, CLIENT's first and
17 last name, CLIENT's date of birth, an identification number, type of testing
18 (i.e. comprehensive 11-panel or comprehensive 11 panel plus alcohol), schedule
19 for testing (i.e. randomly or on-demand), account number, the name and
20 telephone number of the referring social worker, and service expiration date.

21 3.1.6 Random is defined as a client being selected by a
22 scientifically valid random selection method for the purpose of the client
23 submitting to urine analysis on an unplanned and unpredictable basis.

24 3.1.6.1 On-demand is defined as a client being referred
25 for immediate, generally the same day, urine analysis rather than randomly or
26 at prescheduled, regular intervals.

27 3.1.6.1.1 A client can be referred for on-
28 demand testing with or without being enrolled in the randomized selection

1 program. The frequency of testing for randomized clients shall not be
2 modified when a client is also referred for any number of on-demand tests.

3 3.1.7 Services are authorized for a maximum time period,
4 typically six (6) months, which shall be specified on the referral form.
5 CONTRACTOR continuing services beyond the specified time period without
6 written authorization from ADMINISTRATOR to extend services may be subject to
7 contract termination. It is CONTRACTOR's responsibility to document and keep
8 track of service expiration dates.

9 3.2 Random Selection Program:

10 3.2.1 CONTRACTOR shall maintain enrollment of clients in a
11 random selection program for the purpose of randomly selecting clients eight
12 (8) times per month to report for urine analysis. CLIENTS may be referred, on
13 an exceptional case-by-case basis, for random selection other than eight (8)
14 times per month. This program shall utilize a computer based, scientifically
15 valid method of random selection in accordance with the U.S. Department of
16 Transportation as well as industry and client specific standards.

17 3.2.2 CONTRACTOR shall use a code-a-color telephone system
18 whereby clients enrolled in the random selection program shall be assigned a
19 color upon enrollment. CONTRACTOR shall provide the referring social worker,
20 or designee, with the color designation for each enrolled client.

21 3.2.3 CONTRACTOR shall maintain a toll free telephone number,
22 at no additional cost to the COUNTY, for enrolled CLIENTS to call each day, to
23 check if their color is announced, thus informing the CLIENT to report that
24 day for drug testing. The announcement shall be updated each day no later
25 than 6:00 a.m. Pacific Standard Time and shall be spoken in both English and
26 Spanish.

27 3.2.4 Only the assigned social worker, or designee, can
28 authorize changes to a currently enrolled CLIENT's drug testing frequency with

1 written notification to CONTRACTOR.

2 4. FACILITIES

3 4.1 CONTRACTOR shall maintain, at all times, a minimum of twelve (12)
4 urine collection facilities throughout Orange County. The collection
5 facilities shall offer a variety of extended service hours, including at least
6 two (2) sites that will serve CLIENTS twenty-four (24) hours per day, seven
7 (7) days per week.

8 4.2 CONTRACTOR shall maintain multiple urine collection facilities,
9 with extended service hours, in Los Angeles, Riverside, San Bernardino and San
10 Diego counties to serve SSA CLIENTS who reside outside of Orange County and
11 who are enrolled in the random selection program. Locations of urine
12 collection facilities that will serve SSA CLIENTS residing in the
13 aforementioned counties shall be made available by CONTRACTOR on a case-by-
14 case basis with respect to the CLIENT's geographic location.

15 4.3 CLIENTS shall have the option of providing a urine sample at any
16 collection facility authorized to provide service under this Agreement.

17 4.4 Testing sites may be closed for the following recognized County of
18 Orange holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's
19 Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus
20 Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

21 4.5 A bus stop shall be located within a half mile of each site
22 location.

23 4.6 Collection facilities shall be limited to locations which provide
24 free parking or parking validation to CLIENTS.

25 4.7 Urine samples as described in Subparagraph 5.2 of this Exhibit
26 shall be collected at the following locations:

27 ///

28 ///

Integra Test
333 South Magnolia Avenue
Anaheim, CA 92804
Hours: Monday - Friday 8:00 a.m. to 5:00 p.m.
By Appointment Only

First Care Industrial Med
1717 East Lincoln Avenue
Anaheim, CA 92805
Hours: Monday - Friday 7:00 a.m. to 7:00 p.m.

Concentra
21 S. Towne Centre Road, Suite 100
Anaheim, CA 92806
Hours: Monday - Friday 8:00 a.m. to 8:00 p.m.
Saturday 9:00 a.m. to 3:00 p.m.
Sunday 10:00 a.m. to 2:00 p.m.

U.S. Healthworks, Santa Ana
3100 West Warner Avenue
Santa Ana, CA 92704
Hours: Monday - Friday 7:00 a.m. to 6:00 p.m.

Tustin Irvine Medical Group
800 N. Tustin Avenue, #A
Santa Ana, CA 92705
Hours: Monday - Friday 8:00 a.m. to 11:00 p.m.

Tustin Irvine Medical Group
1530 East Edinger Avenue
Santa Ana, CA 92705
Hours: 24 hours - 7 days per week

Tustin Irvine Medical Group
15751 Rockfield
Irvine, CA 92678
Hours: 24 hours - 7 days per week

U.S. Healthworks
1045 N. Tustin Avenue
Orange, CA 92867
Hours: Monday - Friday 7:00 a.m. to 8:00 p.m.

APPS
12373 Lewis Street, Suite 101
Garden Grove, CA 92840
Hours: Monday - Friday 8:30 a.m. to 5:00 p.m.

Southland Family Urgent Care
27660 Santa Margarita Parkway
Mission Viejo, CA 92691
Hours: Monday - Friday 8:00 a.m. to 8:00 p.m.
Saturday 8:00 a.m. to 5:00 p.m.
Sunday 9:00 a.m. to 4:00 p.m.

Complete Drug Testing
26062 Merit Circle, Suite 104
Laguna Hills, Ca 92653
Hours: Monday - Friday 8:00 a.m. to 6:00 p.m.
Note: Females Only

Concentra
640 South Placentia Avenue
Placentia, CA 92870
Hours: Monday - Friday 7:00 a.m. to 6:00 p.m.

4.7.1 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 delivery times.

5. URINALYSIS TESTING

5.1 CONTRACTOR shall perform one (1) of the following tests for each CLIENT as requested by ADMINISTRATOR. The type of test will be indicated on the referral form for each CLIENT.

5.1.1 Full screening and confirmation test for marijuana, cocaine, opiates, expanded opiates including oxycodone, phencyclidine, amphetamines, barbiturates, benzodiazepines, methadone, propoxyphene, or screen test for one or more of the drugs stated herein.

5.1.2 Full screening and confirmation for substances described in Subparagraph 5.1.1 above plus alcohol.

1 5.1.3 Screening and confirmation of one specific designated
2 drug described in Subparagraph 5.1.1 or alcohol.

3 5.2 Sample Collection:

4 5.2.1 CONTRACTOR shall verify that each CLIENT has been
5 authorized for services through the referral process. CONTRACTOR shall
6 administer drug testing to CLIENTS in strict compliance with the test type and
7 frequency as specified on the referral.

8 5.2.2 CONTRACTOR shall refuse to test randomized CLIENTS who
9 appear on days for which they were not selected to report for testing by the
10 random selection program and CLIENTS who have not been referred and approved
11 for on-demand testing.

12 5.2.3 Collection of samples shall occur at CONTRACTOR's
13 facilities.

14 5.2.4 Collection sites shall verify CLIENT's identity by photo
15 identification.

16 5.2.5 Trained CONTRACTOR staff of the same sex as CLIENT shall
17 witness collection of all urine samples, at all collection locations within
18 Orange County, in order to avoid any deliberate attempts by CLIENT to
19 contaminate or falsify samples. CONTRACTOR staff must have an unobstructed
20 view of source of void. False samples shall be reported within twenty-four
21 (24) hours in a format designated by ADMINISTRATOR.

22 5.2.6 CONTRACTOR shall ensure custody control forms, customized
23 specifically for ADMINISTRATOR, are maintained at each collection site.

24 5.2.7 CONTRACTOR shall utilize established chain-of-custody
25 procedures in the event legal questions arise, and to reduce the possibility
26 of mislabeled samples. Such procedures shall include, but shall not be limited
27 to, sealed specimen collection cups, tamper proof evidence tape on specimen
28 containers, tamper proof specimen bags, temperature strip on collection cup,

1 bar codes and, when applicable, a signature and date of all staff handling
2 specimen(s).

3 5.2.8 If CLIENT is unable to void, the chain-of-custody form
4 and collection vial shall be processed and collected per procedure. Test
5 result shall indicate "No specimen received." The chain-of-custody form shall
6 indicate "Unable to void." COUNTY shall assume the cost of attempted
7 collection.

8 5.2.9 CONTRACTOR shall ensure specimen integrity by visually
9 inspecting all samples to evaluate color and clarity; evaluating the specimen
10 pH to ascertain that it falls within an acceptable range. Each drug screen
11 shall include creatinine and nitrite level tests to check for dilution and
12 commercial adulterants.

13 5.2.9.1 Specimens with creatinine values less than 20.0
14 mg/dl and greater than 5.0 mg/dl shall be tested for specific gravity using a
15 three (3) decimal place refractometer on the initial aliquot. Specimens with
16 creatinine in the range of 5.1 - 19.9 mg/dl and specific gravity equal to
17 1.002 shall be reported as dilute.

18 5.2.10 CONTRACTOR shall notify ADMINISTRATOR, via e-mail, when
19 any sample has been rejected for testing due to the appearance of alteration
20 or improper labeling or sealing of the urine sample. The e-mail shall only
21 serve as notification to ADMINISTRATOR to check CONTRACTOR's website for an
22 incident report. The e-mail shall include the client's drug testing
23 identification number and the first initial of client's first and last name
24 but shall not include client's entire first or last name.

25 5.2.11 CONTRACTOR shall arrange for urine specimens to be picked
26 up from collection locations on a daily basis, at no additional cost to the
27 COUNTY, seven (7) days per week, for delivery to the laboratory. Urine
28 specimens shall arrive at the laboratory within twenty-four (24) to forty-

eight (48) hours after collection.

5.2.12 CONTRACTOR shall provide lock boxes as needed.

5.2.13 CONTRACTOR shall provide all materials such as customized chain of custody forms, vials, gloves, labels, mailer cartons, etc., at no additional cost to COUNTY.

6. SAMPLE ANALYSIS

6.1 The minimum drug screening sensitivity limits are as follows:

Drug/Metabolite	Ng/mL Screening	Ng/mL (GC/MS)
Marijuana Metabolite	50	15
Cocaine Metabolite	300	150
Opiates:	2000	300
Morphine		2000
Codeine		2000
6-Acetylmorphine		10
Expanded Opiates:		
Hydrocodone		300
Hydromorphone		300
Oxycodone		300
Phencyclidine	25	25
Amphetamine:	1000	
Amphetamine		500
Methamphetamine		500
Barbiturates:	300	
Amobarbital		300
Butalbital		300
Pentobarbital		300
Phenobarbital		300
Secobarbital		300
Benzodiazepines:	300	
Alprazolam Metabolite		300
Triazolam Metabolite		300
Flurazepam Metabolite		300
Lorazepam		300
Nordiazepam		300
Oxazepam		300
Temazepam		300
Methadone:	300	
Methadone		300
Propoxyphene:		
Norpropoxyphene	300	300
Alcohol	0.02 gm/dL	0.02 gm/dL

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1 6.2 Upon written request, CONTRACTOR shall provide drug testing for
2 substance(s) not identified in Subparagraph 6.1 of this Exhibit "A".

3 6.3 CONTRACTOR shall use a Food and Drug Administration (FDA) approved
4 immunoassay in the primary drug screening step. Once a presumptive screen-
5 positive result has been obtained, confirmation by Gas Chromatography with
6 Mass Spectrometry (GCMS) shall be used as the confirmatory test for all drugs;
7 for urine ethanol, Gas Chromatography/Flame Ionization Detection (GC/FID).

8 6.4 A second confirmatory test, by means of a different analytical
9 procedure, will be required, at no additional cost to the COUNTY, to rule out
10 any false positives.

11 7. REPORT OF FINDINGS

12 7.1 All test results shall be posted to CONTRACTOR's database and
13 shall be available to ADMINISTRATOR twenty-four (24) hours per day, seven (7)
14 days per week via CONTRACTOR's internet site, which shall be secured via a
15 Secure Sockets Layer connection, 128 bit.

16 7.1.1 ADMINISTRATOR shall not import test result data to its
17 system for storing on hard drives or emailing reports as attachments and shall
18 use CONTRACTOR's website only to retrieve and print client and test result
19 information referenced in Subparagraph 11.4

20 7.1.2 CONTRACTOR's computer program shall allow for different
21 levels of security for accessing data.

22 7.1.3 CONTRACTOR's computer program shall maintain a full audit
23 trail for all entries in each accession record that includes but shall not be
24 limited to each individual who entered or retrieved data at each chain-of-
25 custody step.

26 7.2 Negative results shall be posted within twenty-four (24) hours
27 upon the specimen's arrival at the CONTRACTOR's testing laboratory.

28 7.3 Positive results shall be posted within twenty-four (24) to

seventy-two (72) hours upon the specimen's arrival at the CONTRACTOR's testing laboratory.

7.4 Each individual report shall contain, at a minimum, the following information: CLIENT's name, CLIENT's identification number, assigned social worker's name, account number or program, collection date, testing date, report date, and analysis of test results. Detected substance(s) and quantitative levels of detected substance(s) shall be included on all positive results.

7.5 A copy of the chain-of-custody form shall be posted to the CONTRACTOR's website for each specimen collection.

7.6 Acceptable range for creatinine and specific gravity of urine samples shall be reported with results adjacent for reference.

8. SAMPLE STORAGE

8.1 All negative samples are to be stored at room temperature, consistent with industry standards, for a minimum period of three (3) business days. All positive samples are to be frozen and stored for a minimum period of six (6) months. COUNTY may periodically request a random selection of up to four (4) samples per quarter from storage, with test results, for analysis by a Substance Abuse and Mental Health Services Administration certified laboratory within CONTRACTOR's network as a means of quality control, at no additional cost to the COUNTY.

9. ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR agrees to:

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

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

9.3 Maintain safeguards set by ADMINISTRATOR to ensure confidentiality

1 of CLIENTS and test results.

2 9.4 Pay for all shipping and delivery costs related to services
3 required under this Agreement.

4 9.5 Provide annual, in-person training sessions, at a minimum of two
5 (2) hours per session, for COUNTY staff, as requested by ADMINISTRATOR, at
6 COUNTY location(s) to be mutually agreed upon by both parties. Training shall
7 include, but is not limited to, an overview of the random selection process,
8 referral system, urine collection and chain of custody procedures, laboratory
9 procedures and testing methods, utilizing CONTRACTOR's database software to
10 retrieve test results, sorting fields, retrieving failure to appear lists,
11 termination date lists, and summaries of individual clients' test histories.
12 Training topics shall be mutually agreed upon prior to each training session.

13 9.6 Supply ADMINISTRATOR with a printed user's guide or computer-based
14 training (CBT) tool to be used by COUNTY staff for learning to navigate
15 CONTRACTOR's website and its features. CONTRACTOR shall provide updated
16 materials when changes occur to the website that will impact how the COUNTY
17 accesses the data required by this Agreement.

18 9.7 Provide annually a minimum of one (1), one (1)-day Drug Abuse
19 Recognition - Rapid Eye System training to COUNTY staff at a COUNTY training
20 location, at no additional cost to the COUNTY.

21 9.8 Meet with ADMINISTRATOR on a quarterly basis, on dates mutually
22 agreed upon by both parties, to review service delivery issues.

23 9.8.1 Provide a local Service Delivery Coordinator, who is
24 available 8:00 a.m. - 5:00 p.m., Pacific Standard Time, Monday through
25 Friday, to act as a liaison for service delivery issues.

26 9.9 Provide Help Desk Technical Support 8:00 a.m. - 5:00 p.m. Pacific
27 Standard Time, Monday through Friday, to provide assistance with usage of
28 CONTRACTOR'S website.

1 9.10 In an effort to maintain public awareness of the Safely
2 Surrendered Baby law (California Health and Safety Code Section 1255.7),
3 CONTRACTOR must post Safely Surrendered Baby posters in the reception area of
4 every office where clients are served.

5 10. RECORDS

6 CONTRACTOR shall maintain service records for each CLIENT which shall
7 include, but not be limited to:

8 10.1 ADMINISTRATOR referral.

9 10.2 Name and date of birth of CLIENT.

10 10.3 Unique client identification number.

11 10.4 Dates of service.

12 10.5 Failure to appear dates.

13 10.6 Type of tests performed.

14 10.7 Test results.

15 11. REPORTS

16 11.1 In addition to the Report of Findings specified in Paragraph 7 of
17 this Exhibit "A", CONTRACTOR shall prepare and submit to ADMINISTRATOR, via
18 ADMINISTRATOR's extranet, a weekly report that shall include, but not be
19 limited to, the names of all CLIENTS currently enrolled in the random
20 selection program, their identification numbers, account numbers under which
21 each client is enrolled, names of assigned social workers, color assignments,
22 and service expiration dates.

23 11.2 In addition to the Report of Findings specified in Paragraph 7 of
24 this Exhibit "A", CONTRACTOR shall prepare and submit to ADMINISTRATOR a
25 monthly written report that shall include, but not be limited to:

26 11.2.1 Number of urine specimen collections resulting from the
27 random selection program,

28 11.2.2 Number of urine specimen collections resulting from on-

1 demand referrals,

2 11.2.3 Number of urine specimen collections per each collection
3 site,

4 11.2.4 Number of tests completed,

5 11.2.5 Number of diluted samples,

6 11.2.6 Number of adulterated samples,

7 11.2.7 Number of negative results,

8 11.2.8 Number of positive confirmations, and

9 11.2.9 A breakdown of substances confirmed in positive results.

10 11.3 The data of each monthly report referenced in Subparagraph 11.2
11 shall cover the period from the first day to the last day of each calendar
12 month.

13 11.4 CONTRACTOR's website shall include:

14 11.4.1 A daily report of CLIENTS who failed to appear for
15 randomized testing, when applicable. The report title shall include the date
16 of the actual failure(s) to appear, and shall not include the date the samples
17 were pooled or the date the report was generated.

18 11.4.2 An individual report for every CLIENT's urine collection
19 and resulting analysis. Report shall include, but not be limited to CLIENT's
20 name, CLIENT's identification number, assigned social worker's name, account
21 number under which the client was enrolled, collection date, testing date and
22 report date, and the analysis of test results.

23 11.4.3 A comprehensive report, for each referred CLIENT, that
24 contains a summary of all of the CLIENT's collection dates, failure to appear
25 dates, and laboratory results of each collection, including but not limited
26 to, determination of diluted samples, negative results, detected substance(s)
27 and quantitative levels of detected substance(s) for positive results.

28 11.4.3.1 The comprehensive report shall cover the time

1 period between a CLIENT's original referred date and the date on which the
2 report is retrieved.

3 11.5 CONTRACTOR shall complete a Special Incident Report (SIR), in the
4 event there is any incident of unusual, aggressive or high-risk behavior by a
5 client, or there are any injuries suffered by any party during the service
6 delivery, or to report suspicious or unusual test taking circumstances,
7 provided CONTRACTOR observes or is made aware of any incidents of unusual,
8 aggressive or high-risk behavior by a client, or CONTRACTOR observes or is
9 made aware of any injuries suffered by any party during the service delivery,
10 or when CONTRACTOR observes or is made aware of any reports of suspicious or
11 unusual test taking circumstances.

12 11.5.1 CONTRACTOR shall use the SIR form provided by
13 ADMINISTRATOR.

14 11.5.2 CONTRACTOR shall fax SIR to ADMINISTRATOR within twenty-
15 four (24) hours of incident that clearly identifies specific information
16 regarding the special incident.

17 11.6 Reports shall be prepared in a format approved by ADMINISTRATOR.
18 ADMINISTRATOR may, in its sole discretion, add, delete, waive or otherwise
19 modify reporting requirements as stated in this Paragraph.

20 12. STAFF

21 CONTRACTOR shall provide the following described staff positions:

22 12.1 Laboratory Director

23 Duties:

24 12.1.1 Responsible for the day-to-day operations of the
25 laboratory and its staff.

26 Qualifications:

27 12.1.2 Bachelor of Science degree and five (5) to seven (7)
28 years experience in all laboratory functions.

1 12.2 Service Delivery Coordinator

2 Duties:

3 12.2.1 Acts as liaison with COUNTY for any/all programmatic
4 issues and concerns.

5 Qualifications:

6 12.2.2 Four (4) years experience working within the occupational
7 drug testing industry; two (2) of the four (4) years shall be at the
8 management level.

9 12.3 Collector

10 Duties:

11 12.3.1 Identify CLIENT with picture identification card,
12 properly complete the chain-of-custody procedure, provide instruction to
13 CLIENT on collection procedure, observe collection of urine, and properly
14 identify, seal and package specimen.

15 Qualifications:

16 12.3.2 Awarded a high school diploma.

17 12.4 Accessioner

18 Duties:

19 12.4.1 Initiate internal chain-of-custody when receiving the
20 specimen into the laboratory after verifying the barcode with the chain-of-
21 custody and aliquot specimen for internal testing.

22 Qualifications:

23 12.4.2 Awarded a high school diploma and three (3) to five (5)
24 years of laboratory experience.

25 12.5 Screening Technician/Technologist

26 Duties:

27 12.5.1 Responsible for the initial analysis of urine specimens;
28 must understand how to operate laboratory instruments, analyze instrument

problems, read data results and must continue the internal chain-of-custody process.

Qualifications:

12.5.2 Technician - awarded a high school diploma.

12.5.3 Technologist - Bachelor of Science degree.

12.6 Extractions Technician/Technologist

Duties:

12.6.1 Perform liquid and solid-phase extraction of drugs from a urine matrix for specimens that are initially screened positive and follow chain-of-custody procedures.

Qualifications:

12.6.2 Technician - Awarded a high school diploma.

12.6.3 Technologist - Bachelor of Science degree.

12.7 Gas Chromatography Mass Spectrometry (GC/MS) Operator

Duties:

12.7.1 Analyze specimens requiring confirmation, perform maintenance on the GC/MS and GC/FID instruments, and follow chain-of-custody procedures.

Qualifications:

12.7.2 Bachelor of Science degree.

12.8 Certifying Scientist

Duties:

12.8.1 Review specimen data and reporting functions, trained to assist in answering questions about specimen results, and represent the lab in court, if needed.

Qualifications:

12.8.2 Bachelor of Science degree.

12.9 Upon the request of ADMINISTRATOR, CONTRACTOR agrees to send

appropriate staff to attend an orientation session and subsequent training sessions given by ADMINISTRATOR.

12.10 ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the duties and responsibilities for any staff position set forth in this Paragraph 12. Additionally, ADMINISTRATOR may approve modifications to Minimum Qualifications for any staff position set forth in this Paragraph 12 on a case-by-case basis, if modification is deemed by ADMINISTRATOR to be in the best interests of COUNTY.

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