

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 <PROVIDER>

6 FOR THE PROVISION OF DRUG PATCH TESTING SERVICES
7

8 This AGREEMENT, entered into this 1st day of July 2020, which date is particularized for
9 purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to
10 as "COUNTY," and <PROVIDER>, an independent contractor doing business at <STREET>,
11 <CITY>, CA, <ZIP>, hereinafter referred to as "CONTRACTOR." This Agreement shall be
12 administered by the County of Orange Social Services Agency Director or designee, hereinafter
13 referred to as "ADMINISTRATOR."
14

15 WITNESSETH:
16

17 WHEREAS, COUNTY issued a Request for Applications for Drug Patch Testing Services
18 in 2015; and

19 WHEREAS, CONTRACTOR was selected by the Orange County Board of Supervisors
20 for the provision of Drug Patch Testing Services for the period of July 1, 2016 through June 30,
21 2019; and

22 WHEREAS, CONTRACTOR was agreeable to continuing to provide Drug Patch Testing
23 Services and the Orange County Board of Supervisors approved an additional one (1) year
24 Agreement for the period of July 1, 2019 through June 30, 2020; and

25 WHEREAS, COUNTY wishes to contract with CONTRACTOR for an additional one (1)
26 year Agreement for the provision of Drug Patch Testing Services for the period of July 1, 2020
27 through June 30, 2021; and

28 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions

1 hereinafter set forth:

2 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2021, 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.

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 Exhibit A to the Agreement between COUNTY and <PROVIDER>, for

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

4 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
5 changes in staffing allocations to reflect current workload demands or service needs as long as
6 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

7 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
8 staff to attend an orientation session and subsequent training sessions given by COUNTY.

9 5. LICENSES AND STANDARDS

10 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 24 of
11 this Agreement, who are subject to individual registration and/or licensing requirements, have all
12 necessary licenses and permits required by the laws of the United States, State of California
13 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
14 agencies to perform the services described in this Agreement, and agrees to maintain these licenses
15 and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that
16 its employees shall conduct themselves in compliance with such laws and licensure requirements,
17 including, without limitation, compliance with laws applicable to sexual harassment and ethical
18 behavior.

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

27 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
28 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from

1 federal financial assistance programs and/or activities.

2 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

3 6.1 Delegation and Assignment

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

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

14 6.2 Change of Ownership

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

20 7. SUBCONTRACTS

21 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
22 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
23 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
24 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
25 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
26 ADMINISTRATOR may require.

27 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

28 8.1 Form of Business Organization

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

4 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
5 partnership, corporation, etc.

6 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
7 of ownership or otherwise, to any parent organization or individual.

8 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
9 subsidiary business organization or to any individual who may be providing services, supplies,
10 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
11 under this Agreement.

12 8.2 Change in Form of Business Organization

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

19 8.3 Name Change

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

25 9. NON-DISCRIMINATION

26 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
27 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
28 services or benefits, assignment of accommodations, treatment, evaluation, employment of

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

6 9.2 CONTRACTOR shall furnish any and all information requested by
7 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
8 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
9 et seq.

10 9.3 Non-Discrimination in Employment

11 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
12 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
13 Department of Labor regulations (Title 41 CFR Part 60).

14 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
15 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
16 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
17 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
18 gender expression, age, sexual orientation, military and veteran status, or any other protected
19 group, in accordance with the requirements of all applicable federal or State laws. Notices
20 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
21 for employees and job applicants.

22 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
23 formal discrimination complaint to:

24 California Department of Fair Employment

25 2218 Kausen Drive, Suite 100

26 Elk Grove, CA 95758

27 Telephone: (800) 884-1684

28 (800) 700-2320 (TTY)

1 9.4 Non-Discrimination in Service Delivery

2 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
3 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
4 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
5 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
6 amended; California Civil Code Section 51 et seq., as amended; California Government Code
7 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
8 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
9 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
10 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
11 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
12 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
13 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
14 amended. CONTRACTOR shall not implement any administrative methods or procedures which
15 would have a discriminatory effect or which would violate the California Department of Social
16 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
17 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other
18 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
19 other laws, or the issue may be referred to the appropriate federal agency for further compliance
20 action and enforcement of Subparagraph 9.4 et seq.

21 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
22 complaint any and all information as appropriate:

23 9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
24 (PUB 13)

25 9.4.2.2 Discrimination Complaint Form

26 9.4.2.3 Civil Rights Contacts:

27 County Civil Rights Contact:

28 Orange County Social Services Agency

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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. 15-70
Sacramento, CA 94244-2430
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

9.4.3 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 and Procurement Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: <PROVIDER>
<STREET>
<CITY>, CA <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.

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.

1 Neither party shall request a jury apportionment.

2 13. INSURANCE

3 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
4 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
5 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
6 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
7 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
8 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
9 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
10 CONTRACTOR.

11 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
12 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
13 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
14 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
15 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
16 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
17 requirements to every subcontractor and to receive proof of insurance prior to allowing any
18 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
19 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
20 reasonable time.

21 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
22 Insurance. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically
23 be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's
24 current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
25 addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees
26 to all of the following:

27 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
28 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,

1 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
 2 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
 3 same; and

4 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
 5 irrespective of any duty to indemnify or hold harmless; and

6 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
 7 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
 8 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
 9 insured.

10 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
 11 term of this Agreement, COUNTY may terminate this Agreement.

12 13.5 Qualified Insurer

13 13.5.1 The policy or policies of insurance must be issued by an insurer with a
 14 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
 15 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
 16 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business
 17 in the state of California (California Admitted Carrier).

18 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
 19 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
 20 the company's performance and financial ratings.

21 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
 22 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

1 Sexual Misconduct Liability \$1,000,000 per occurrence

2
3 13.8 Required Coverage Forms

4 13.8.1 Commercial General Liability coverage shall be written on Insurance
5 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
6 broad.

7 13.9 Required Endorsements

8 13.9.1 Commercial General Liability policy shall contain the following
9 endorsements, which shall accompany the Certificate of Insurance:

10 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
11 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
12 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
13 state AS REQUIRED BY WRITTEN CONTRACT.

14 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20
15 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
16 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
17 contributing.

18 13.9.2 The Network Security and Privacy Liability policy shall contain the
19 following endorsements which shall accompany the Certificate of Insurance.

20 13.9.2.1 An Additional Insured endorsement naming the County of
21 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
22 for its vicarious liability.

23 13.9.2.2 A primary and non-contributing endorsement evidencing that
24 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
25 County of Orange shall be excess and non-contributing.

26 13.10 All insurance policies required by this Agreement shall waive all rights of
27 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
28 employees when acting within the scope of their appointment or employment.

1 13.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
2 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
3 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
4 a material breach of the contract, upon which the COUNTY may suspend or terminate this
5 Agreement.

6 13.12 If CONTRACTOR’s Network Security & Privacy Liability policy is a “claims
7 made” policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability
8 coverage for two (2) years following completion of this Agreement.

9 13.13 The Commercial General Liability policy shall contain a severability of interests
10 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

11 13.14 Insurance certificates should be mailed to COUNTY at the address indicated in
12 Paragraph 10 of this Agreement.

13 13.15 If CONTRACTOR fails to provide the insurance certificates and endorsements
14 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
15 award may be made to the next qualified proponent.

16 13.16 COUNTY expressly retains the right to require CONTRACTOR to increase or
17 decrease insurance of any of the above insurance types throughout the term of this Agreement.
18 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
19 appropriate to adequately protect COUNTY.

20 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
21 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
22 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
23 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
24 COUNTY shall be entitled to all legal remedies.

25 13.18 The procuring of such required policy or policies of insurance shall not be construed
26 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and
27 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
28 available from the insurer.

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

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

4 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
5 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
6 under this Agreement. While CONTRACTOR is required to provide this information without
7 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
8 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

9 14.2 Any accident or incident relating to services performed under this Agreement that
10 involves injury or property damage which may result in the filing of a claim or lawsuit against
11 CONTRACTOR and/or COUNTY.

12 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
13 relating to services performed by CONTRACTOR under this Agreement.

14 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

15 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
16 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
17 Agreement.

18 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
19 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
20 of service location or jurisdiction.

21 15. CONFLICT OF INTEREST

22 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
23 or conditions that could result in a conflict with COUNTY interests. In addition to the
24 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
25 subcontractors associated with the provision of goods and services provided under this Agreement.
26 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
27 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
28 entertainment, payments, loans, or other considerations which could be deemed to influence or

1 appear to influence COUNTY staff or elected officers in the performance of their duties.

2 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
3 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
4 Agreement performance. While CONTRACTOR will be required to provide this information
5 without prompting from COUNTY any time there is a change regarding conflict of interest,
6 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

7 16. ANTI-PROSELYTISM PROVISION

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

12 17. SUPPLANTING GOVERNMENT FUNDS

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

21 18. BREACH SANCTIONS

22 18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
23 conditions of this Agreement shall be a material breach of this Agreement. In such event,
24 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
25 available at law, in equity, or otherwise specified in this Agreement:

26 18.1.1 Afford CONTRACTOR a time period within which to cure the breach,
27 which period shall be established by ADMINISTRATOR; and/or

28 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period

1 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
2 and/or

3 18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
4 COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

5 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
6 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

7 19. PAYMENTS

8 19.1 Allowable Costs and Usage

9 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
10 in arrears, in accordance with the compensation structure outlined in Paragraph 19.1.1 of this
11 Agreement, for each referral subject to any exclusions or limitations specified in Exhibit A. No
12 guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement.
13 CONTRACTOR agrees to supply the services at the unit price listed above, regardless of the
14 number of referrals from COUNTY.

15 19.1.1 For the period of July 1, 2020 through June 30, 2021, COUNTY shall pay
16 CONTRACTOR, monthly in arrears, a rate of \$55.00 per patch applied with a PharmChek®
17 Overlay, removed, submitted for analysis, and reported on the laboratory's website.

18 19.2 Claims

19 19.2.1 CONTRACTOR shall submit monthly claims to be received by
20 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
21 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
22 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
23 holidays include New Year's Day, Martin Luther King, Jr. Day, President Lincoln's Birthday,
24 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
25 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

26 19.2.2 All claims must be submitted on a form approved by ADMINISTRATOR.
27 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
28 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,

1 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
2 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
3 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
4 shall retain all financial records in accordance with Paragraph 23 of this Agreement.

5 19.2.3 Payments should be released by COUNTY within a reasonable time period
6 of approximately thirty (30) days after receipt of a correctly completed claim form and required
7 supporting documentation.

8 19.2.4 Year-End and Final Claims

9 19.2.4.1 COUNTY may establish two (2) billing periods (June 1st
10 through June 15th and June 16th through June 30th) for the month of June to accommodate
11 COUNTY's fiscal year-end close process, which shall require CONTRACTOR submit separate
12 invoice claims for each billing period. In the event COUNTY determines a need for the two (2)
13 billing periods, COUNTY will provide written notification to CONTRACTOR by the 15th of May,
14 which will inform CONTRACTOR of applicable invoice claim deadlines.

15 19.2.4.2 CONTRACTOR shall submit a final claim by no later than
16 August 30, 2020. Claims received after August 30th may, at ADMINISTRATOR's sole discretion,
17 not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be
18 received, upon written notice to CONTRACTOR.

19 19.2.4.3 The basis for final settlement shall be the actual allowable costs
20 as defined in Title 48 CFR Section 31.2, incurred and paid by CONTRACTOR pursuant to this
21 Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any
22 overpayment has been made, COUNTY may offset the amount of the overpayment against the
23 final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay
24 COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein
25 shall be construed as limiting the remedies of COUNTY in the event an overpayment has been
26 made.

27 20. OVERPAYMENTS

28 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which

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

12 21. OUTSTANDING DEBT

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

16 22. FINAL REPORT

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

22 23. RECORDS, INSPECTIONS, AND AUDITS

23 23.1 Financial Records

24 23.1.1 CONTRACTOR shall prepare and maintain accurate and complete
25 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
26 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
27 State, and federal audits are completed, whichever is later.

28 23.1.2 CONTRACTOR shall establish and maintain reasonable accounting,

1 internal control, and financial reporting standards in conformity with generally accepted
2 accounting principles established by the American Institute of Certified Public Accountants and
3 to the satisfaction of ADMINISTRATOR.

4 23.2 Client Records

5 23.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
6 of clients served and dates and type of services provided under the terms of this Agreement in a
7 form acceptable to ADMINISTRATOR.

8 23.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
9 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
10 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
11 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
12 requests and COUNTY provides written approval for the right to store the records in another
13 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
14 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
15 accordance with Subparagraph 39.2.

16 23.2.3 COUNTY may refuse payment for a claim if client records are determined
17 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
18 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
19 overpayment within the provisions of this Agreement.

20 23.3 Public Records

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

24 23.4 Inspections and Audits

25 23.4.1 The U.S. Department of Health and Human Services, Comptroller General
26 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
27 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
28 have access to any books, documents, papers, and records, including medical records, of

1 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
2 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
3 the work performed or being performed under this Agreement and the premises in which it is being
4 performed.

5 23.4.2 CONTRACTOR shall make its books and records available within the
6 borders of Orange County within ten (10) days of receipt of written demand by
7 ADMINISTRATOR.

8 23.4.3 In the event CONTRACTOR does not make available its books and
9 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
10 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
11 obtain CONTRACTOR's books and records.

12 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
13 liability to the State or Federal Government or any agency thereof resulting from any
14 disallowances or other audit exceptions to the extent that such liability is attributable to
15 CONTRACTOR's failure to perform under this Agreement.

16 23.5 Evaluation Studies

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

20 24. PERSONNEL DISCLOSURE

21 24.1 This Paragraph 24 applies to all of CONTRACTOR's personnel providing services
22 through this Agreement, paid and unpaid, (hereinafter referred to as "Personnel").

23 24.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
24 Personnel providing services hereunder, including résumés and job applications. Changes to the
25 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
26 and/or job application. The list shall include:

27 24.2.1 Names and dates of birth of all Personnel by title, whose direct services are
28 required to provide the programs described herein;

1 24.2.2 A brief description of the functions of each position and the hours each
2 person works each week, or for part-time Personnel, each day or month, as appropriate;

3 24.2.3 The professional degree, if applicable, and experience required for each
4 position; and

5 24.2.4 The language skill, if applicable, for all Personnel.

6 24.3 Where authorized by law, and in a manner consistent with California Government
7 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
8 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
9 offenses. Information discovered subsequent to the hiring or promotion of any prospective
10 Personnel shall be cause for termination from the performance of services under this Agreement.

11 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
12 a clearance on the following public websites of the names and dates of birth for all Personnel who
13 will have direct, interactive contact with clients served through this Agreement: U.S. Department
14 of Justice National Sex Offender Website (www.nsopw.gov) and Megan’s Law Sex Offender
15 Registry (www.meganslaw.ca.gov).

16 24.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
17 a criminal record background check on all Personnel who will have direct, interactive contact with
18 clients served through this Agreement. Background checks conducted through the California
19 Department of Justice shall include a check of the California Central Child Abuse Index, when
20 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
21 performance of services under this Agreement.

22 24.6 CONTRACTOR shall ensure that clearances and background checks described in
23 Subparagraphs 24.4 and 24.5 are completed prior to CONTRACTOR’s Personnel providing
24 services under this Agreement.

25 24.7 In the event a record is revealed through the processes described in Subparagraphs
26 24.4 and 24.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
27 Personnel providing services through this Agreement.

28 24.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to

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

8 24.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
9 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
10 Personnel performing services under this Agreement, when such information becomes known to
11 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
12 provide services under this Agreement and shall provide notice of such determination to
13 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
14 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 18 above.

15 24.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
16 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

17 24.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
18 from the performance of services under this Agreement. At the request of COUNTY,
19 CONTRACTOR shall immediately replace said Personnel.

20 24.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
21 for cause from working on this Agreement.

22 24.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to Paragraph 24,
23 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
24 terms and conditions of this Agreement.

25 **25. EMPLOYMENT ELIGIBILITY VERIFICATION**

26 As applicable, CONTRACTOR warrants that it fully complies with all federal and State
27 statutes and regulations regarding the employment of aliens and others, and that all its employees
28 performing work under this Agreement meet the citizenship or alien status requirement set forth

1 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing
2 work hereunder, all verification and other documentation of employment eligibility status required
3 by federal or State statutes and regulations including, but not limited to, the Immigration Reform
4 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may
5 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
6 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with
7 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers
8 and employees from employer sanctions and any other liability which may be assessed against
9 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or
10 State statutes or regulations pertaining to the eligibility for employment of any persons performing
11 work under this Agreement.

12 26. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

13 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
14 that all employees, agents, subcontractors, and all other individuals performing services under this
15 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
16 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
17 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
18 agents, subcontractors, and all other individuals performing services under this Agreement to sign
19 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
20 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
21 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
22 they now exist or as they may hereafter be amended.

23 27. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
24 LAW

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

1 28. CONFIDENTIALITY

2 28.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
3 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
4 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
5 now exist or be hereafter amended.

6 28.2 All records and information concerning any and all persons referred to
7 CONTRACTOR by COUNTY or COUNTY’s designee shall be considered and kept confidential
8 by CONTRACTOR and CONTRACTOR’s employees, agents, subcontractors, and all other
9 individuals performing services under this Agreement. CONTRACTOR shall require all of its
10 employees, agents, subcontractors, and all other individuals performing services under this
11 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
12 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
13 of this Agreement.

14 28.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
15 other individuals performing services under this Agreement of this provision and that any person
16 violating the provisions of said California state law may be guilty of a crime.

17 28.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
18 to the confidentiality requirements of this Agreement.

19 28.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
20 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
21 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
22 hereafter be amended.

23 28.5.1 No access, disclosure, or release of information regarding a child who is the
24 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
25 in doubt, no such information shall be released without the written approval of a Judge of the
26 Juvenile Court.

27 28.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
28 before allowing any child to be interviewed, photographed, or recorded by any publication or

1 organization, or to appear on any radio, television, or internet broadcast or make any other public
2 appearance. Such approval shall be requested through child's Social Worker.

3 29. SECURITY

4 29.1 Security Requirements

5 29.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
6 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
7 confidentiality that currently exists or exists at any time during the term of this Agreement.
8 CONTRACTOR represents and warrants that it has implemented and will maintain during the
9 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
10 private and confidential client information, to protect against anticipated threats to the security or
11 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
12 use of COUNTY data. Such safeguards and controls shall include at a minimum:

13 29.1.1.1 Storage of confidential paper files that ensures records are
14 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

15 29.1.1.2 Control of access to physical and electronic records to ensure
16 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
17 services.

18 29.1.1.3 Control to prevent unauthorized access and to prevent
19 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

20 29.1.1.4 Firewall protection.

21 29.1.1.5 Use of encryption methods of electronic COUNTY data while
22 in transit from CONTRACTOR networks to external networks, when applicable.

23 29.1.1.6 Measures to securely store all COUNTY data, including, but not
24 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
25 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
26 CONTRACTOR further represents and warrants that it has implemented and will maintain during
27 the term of this Agreement administrative, technical, and physical safeguards and controls
28 consistent with State and federal security requirements.

1 29.2 Security Breach Notification

2 29.2.1 CONTRACTOR shall have policies and procedures in place for the
3 effective management of Security Breaches, as defined below. In the event of any actual,
4 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
5 experiences or learns of that either compromises or could reasonably be expected to comprise
6 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
7 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
8 notification, CONTRACTOR shall, at its own expense, immediately:

9 29.2.1.1 Investigate to determine the nature and extent of the Security
10 Breach.

11 29.2.1.2 Contain the incident by taking necessary action, including, but
12 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
13 security.

14 29.2.1.3 Report to COUNTY the nature of the Security Breach, the
15 COUNTY data used or disclosed, the person who made the unauthorized use or received the
16 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
17 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
18 take to prevent future similar unauthorized use or disclosure.

19 29.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
20 determine what actions are necessary in response to the Security Breach and who will perform
21 these actions. Actions may include, but are not limited to: notifications; investigation and
22 remediation costs, including notification of all whose personal information was disclosed; outside
23 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
24 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
25 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
26 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
27 required actions.

28 ///

1 30. COPYRIGHT ACCESS

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

5 31. WAIVER

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

12 32. SERVICES DURING EMERGENCY AND/OR DISASTER

13 32.1 CONTRACTOR acknowledges that service usage may surge during or after an
14 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
15 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
16 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
17 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
18 described above may require resources or support beyond the local government's capability and
19 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
20 council, county board of supervisors, or state) and may be declared at the federal level by the
21 President of the United States.

22 32.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
23 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
24 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
25 include, but are not limited to: providing services at different location(s), assigning staff to work
26 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
27 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and
28 prioritizing services for staff as requested by COUNTY.

1 32.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
2 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
3 Compensation of services provided during or after an emergency/disaster shall be calculated by
4 the same unit rates that apply during non-emergency/disaster conditions.

5 33. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

6 33.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
7 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
8 commercial advertisement, promotional purposes, announcements, displays, or press releases,
9 without COUNTY's prior written consent is expressly prohibited.

10 33.2 CONTRACTOR may develop and publish information related to this Agreement
11 where all of the following conditions are satisfied:

12 33.2.1 ADMINISTRATOR provides its written approval of the content and
13 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
14 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

15 33.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
16 a statement that the program, wholly or in part, is funded through County, State, and Federal
17 Government funds;

18 33.2.3 The information does not give the appearance that the COUNTY, its
19 officers, employees, or agencies endorse:

20 33.2.3.1 Any commercial product or service; and

21 33.2.3.2 Any product or service provided by CONTRACTOR, unless
22 approved in writing by ADMINISTRATOR; and

23 33.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
24 or other publicly available social media sites) to publish information related to this Agreement,
25 CONTRACTOR shall develop social media policies and procedures and have them available to
26 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
27 and Procedures as they pertain to any social media developed in support of the services described
28 within this Agreement. The policy is available on the Internet at

1 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

2 34. REPORTS

3 34.1 CONTRACTOR shall provide information deemed necessary by
4 ADMINISTRATOR to complete any State-required reports related to the services provided under
5 this Agreement.

6 34.2 CONTRACTOR shall maintain records and submit reports containing such data
7 and information regarding the performance of CONTRACTOR’s services, costs, or other data
8 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
9 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
10 written notice to CONTRACTOR.

11 35. ENERGY EFFICIENCY STANDARDS

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

14 36. ENVIRONMENTAL PROTECTION STANDARDS

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

20 36.1 No facility to be utilized in the performance of the proposed grant has been listed
21 on the EPA List of Violating Facilities;

22 36.2 It will notify COUNTY prior to award of the receipt of any communication from
23 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
24 grant is under consideration to be listed on the EPA List of Violating Facilities; and

25 36.3 It will notify COUNTY and EPA about any known violation of the above laws and
26 regulations.

27 ///

28 ///

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

3 37.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
4 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
5 by the Office of Management and Budget (OMB) and published in the Federal Register dated
6 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
7 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
8 contain, and CONTRACTOR must certify compliance utilizing a form provided by
9 ADMINISTRATOR that cites the following:

10 37.1.1 The definitions and prohibitions contained in the clause at Federal
11 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
12 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
13 B of this certification.

14 37.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
15 knowledge and belief as of December 23, 1989, that

16 37.1.2.1 No federal appropriated funds have been paid or will be paid to
17 any person for influencing or attempting to influence an officer or employee of any agency, a
18 Member of Congress, an officer or employee of Congress, or an employee of a Member of
19 Congress on his or her behalf in connection with the awarding of any federal contract, the making
20 of any federal grant, the making of any federal loan, the entering into of any cooperative
21 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
22 contract, grant, loan or cooperative agreement;

23 37.1.2.2 If any funds other than federal appropriated funds (including
24 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
25 person for influencing or attempting to influence an officer or employee of any agency, a Member
26 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
27 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
28 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;

1 and

2 37.1.2.3 He or she will include the language of this certification in all
3 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
4 \$100,000 shall certify and disclose accordingly.

5 37.1.3 Submission of this certification and disclosure is a prerequisite for making
6 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
7 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
8 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
9 and not more than \$100,000, for each such failure.

10 38. POLITICAL ACTIVITY

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

14 39. TERMINATION PROVISIONS

15 39.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
16 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
17 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
18 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
19 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
20 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
21 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
22 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
23 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

24 39.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
25 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
26 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
27 and pertinent documents. The Transition Period may be modified as agreed upon in writing by
28 the parties. During the Transition Period, service and data access shall continue to be made

1 available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in
2 extracting and/or transitioning all data in the format determined by COUNTY.

3 39.3 In the event of termination of this Agreement, cessation of business by
4 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
5 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
6 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
7 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
8 Agreement.

9 39.4 The obligations of COUNTY under this Agreement are contingent upon the
10 availability of federal and/or State funds, as applicable, for the reimbursement of
11 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
12 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
13 remains in effect or operation. In the event that such funding is terminated or reduced,
14 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
15 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
16 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
17 notification of such determination. CONTRACTOR shall immediately comply with
18 ADMINISTRATOR's decision.

19 39.5 If any term, covenant, condition, or provision of this Agreement or the application
20 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
21 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
22 thereby.

23 40. GOVERNING LAW AND VENUE

24 This Agreement has been negotiated and executed in the State of California and shall be
25 governed by and construed under the laws of the State of California, without reference to conflict
26 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
27 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
28 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,

1 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
2 to waive any and all rights to request that an action be transferred for trial to another county.

3 41. SIGNATURE IN COUNTERPARTS

4 41.1 The parties agree that separate copies of this Agreement may be signed by each of
5 the parties, and this Agreement will have the same force and effect as if the original had been
6 signed by all the parties.

7 41.2 CONTRACTOR represents and warrants that the person executing this Agreement
8 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
9 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
10 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

By: _____
(NAME OF AUTHORIZED PERSON)
(TITLE OF AUTHORIZED PERSON)
(NAME OF PROVIDER)

By: _____
DEBRA J. BAETZ
DIRECTOR
SOCIAL SERVICES AGENCY

Dated: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn S. Frost
DEPUTY

Dated: 12/23/19

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<PROVIDER>

FOR THE PROVISION OF DRUG PATCH TESTING SERVICES

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 by ADMINISTRATOR 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 required drug patch testing, or CLIENTS referred at the discretion of the ADMINISTRATOR.

1.1.1 CLIENTS requiring this service may have unresolved substance abuse, mental health, or anger management issues, and/or may have been exposed to domestic violence. CLIENTS may also reside outside of Orange County such as: Los Angeles, Riverside, San Diego, and San Bernardino counties. CLIENTS may have limited resources and be dependent upon public transportation.

2. SERVICES

2.1 CONTRACTOR shall provide services that are client-centered, client-friendly, and offered at locations accessible by public transportation.

2.2 CONTRACTOR shall provide services in accordance with the CLIENT referral procedures as provided by ADMINISTRATOR.

2.3 CONTRACTOR shall be referred one (1) CLIENT per referral form. Services are authorized without a specified end date. Each referral service period is determined by the assigned

1 social worker on a case-by-case basis. CONTRACTOR shall terminate CLIENT services within
2 a maximum of five (5) business days from receipt of written termination notification from
3 ADMINISTRATOR.

4 2.4 CONTRACTOR shall contact each referred CLIENT within three (3) business days
5 of receiving the initial referral to schedule an appointment for the CLIENT to begin drug patch
6 testing services. CONTRACTOR shall make a minimum of three (3) contact attempts when
7 unable to contact CLIENT and shall document all attempts. Contact attempts shall be made by
8 phone call, text, and/or U.S. mail, as necessary.

9 2.5 CONTRACTOR shall advise ADMINISTRATOR within seven (7) business days
10 of receiving the referral, if attempts to schedule an initial appointment for the CLIENT are
11 unsuccessful.

12 2.6 CONTRACTOR shall maintain documentation of all attempted, failed, and/or
13 successful contacts with CLIENTS and assigned social workers.

14 2.7 CONTRACTOR shall make a minimum of one (1) appointment reminder contact
15 to remind CLIENT of pending drug patch application and removal appointments.
16 CONTRACTOR shall make reminder contacts for removal appointments prior to CLIENT's
17 scheduled removal appointment in accordance with Subparagraph 2.19.

18 2.8 CONTRACTOR shall provide drug patch testing services by means of the
19 PharmChek® Drug of Abuse Sweat Patch, herein referred to as "drug patch." The drug patch
20 manufacturer, PharmChem Laboratories, Inc., is herein referred to as "PharmChem."

21 2.9 CONTRACTOR shall apply a PharmChek® Overlay, a drug patch protective
22 device manufactured by PharmChem that prevents excessive sweat from affecting the drug patch
23 adhesive, over each applied drug patch to avoid tampering with the drug patch results.

24 2.10 CONTRACTOR shall collaborate with ADMINISTRATOR and PharmChem to
25 establish a primary account number and a subaccount number that will be used exclusively for all
26 CLIENTS referred for drug patch testing.

27 2.11 CONTRACTOR shall exclusively use chain-of-custody forms that include
28 CONTRACTOR's subaccount number as referenced in Subparagraph 2.10.

1 2.12 CONTRACTOR shall affix a label to the chain-of-custody form printed with the
2 CLIENT's name in the following format: LAST, FIRST, MIDDLE INITIAL, DONOR NUMBER.
3 Each CLIENT's name must be printed, evenly spaced, in all capital block letters such as A-B-C-
4 D-E-F-G, etc.

5 2.13 CONTRACTOR shall administer the drug patch to CLIENTS in strict accordance
6 with procedures established by PharmChem and shall refuse to administer tests to CLIENTS who
7 show up without an appointment or are not approved for drug patch testing services. PharmChem's
8 procedures are included in their training manual which is available on the PharmChem website,
9 www.pharmchek.com.

10 2.14 CONTRACTOR shall ensure that staff designated to administer the drug patch to
11 the skin of a CLIENT possess a current PharmChek® Sweat Patch CertificationPharmChem.

12 2.15 CONTRACTOR shall provide each CLIENT with ADMINISTRATOR provided
13 guidelines, in English and Spanish, regarding the use of the drug patch and drug patch testing
14 services requirements upon application of the CLIENT's first drug patch.

15 2.16 CONTRACTOR shall maintain safeguards, as established by ADMINISTRATOR,
16 to ensure the confidentiality of CLIENTS and test results.

17 2.17 CONTRACTOR shall exclusively utilize laboratory(ies) approved by PharmChem
18 for drug patch analysis.

19 2.18 CONTRACTOR shall apply a new drug patch to the skin of referred CLIENTS as
20 described in Subparagraph 2.19.

21 2.19 CONTRACTOR shall apply an overlay over each newly applied drug patch and
22 only remove the drug patch between the seventh (7th) and tenth (10th) calendar days from
23 application. CONTRACTOR shall remove and submit the drug patch specimen to the approved
24 laboratory for testing. CONTRACTOR shall not submit for analysis drug patches worn for a
25 period longer than ten (10) calendar days.

26 2.20 CONTRACTOR shall notify ADMINISTRATOR, within one (1) business day, if
27 CONTRACTOR observes any irregularity when removing a CLIENT's drug patch such as:

28 2.20.1 Appearance of overlay and/or drug patch tampering;

1 2.20.2 Client returned for drug patch removal more than ten (10) calendar days
2 after applied; and/or

3 2.20.3 Client reports the drug patch fell off.

4 2.21 CONTRACTOR shall mail drug patch specimens, Priority or higher level of mail,
5 to the laboratory within twenty-four (24) hours of removal, using mailing packages prepared by
6 PharmChem. If a drug patch is removed on a Saturday, it must be mailed to the laboratory no later
7 than by the end of the following Monday. If the date the specimen would normally be mailed
8 coincides with a holiday observed by COUNTY per Subparagraph 3.2, of Exhibit A, the specimen
9 must be mailed on the next day that postal service is available.

10 2.22 CONTRACTOR shall ensure ADMINISTRATOR has access to CLIENT records
11 in the laboratory's test result website, to retrieve, print, and distribute CLIENT test results.

12 2.23 CONTRACTOR, as notified by ADMINISTRATOR, shall correct any errors
13 pertaining to a CLIENT's test result record as identified on the laboratory's website. Errors may
14 include, but are not limited to:

15 2.23.1 Misspelling of a CLIENT's name;

16 2.23.2 Inaccurate test date; and

17 2.23.3 Test results posted to an incorrect account and/or subaccount number.

18 2.24 CONTRACTOR shall serve as a liaison between ADMINISTRATOR and the
19 laboratory to ensure that any errors on the laboratory's CLIENT test result website are corrected.

20 2.25 CONTRACTOR shall contact the laboratory within one (1) business day of
21 receiving notice from ADMINISTRATOR to request correction of an identified error on the
22 laboratory's website.

23 2.26 CONTRACTOR shall complete a Special Incident Report, and notify
24 ADMINISTRATOR immediately, in the event of any incidents of unusual, aggressive, or high-
25 risk behavior by a CLIENT, or if there are any injuries suffered by any party during the service
26 delivery. CONTRACTOR shall use the Special Incident Report form provided by
27 ADMINISTRATOR and submit the form within one (1) business day to ADMINISTRATOR. A
28 copy of the Special Incident Report shall be retained in the CLIENT's file.

1 3. HOURS OF OPERATION

2 3.1 CONTRACTOR shall provide services during hours that are responsive to the
3 needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,
4 CONTRACTOR shall provide services <DAYS>, from <HOURS>, except COUNTY holidays as
5 established by the Orange County Board of Supervisors. However, CONTRACTOR is
6 encouraged to provide the contracted services on holidays, whenever possible.

7 3.2 CONTRACTOR’s holiday schedule shall not exceed COUNTY’s holiday schedule
8 which is as follows: New Year’s Day, Martin Luther King, Jr. Day, President Lincoln’s Birthday,
9 Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
10 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
11 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY’s
12 holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit A. Any unauthorized
13 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall
14 not be reimbursed.

15 3.3 CONTRACTOR shall provide ADMINISTRATOR notice in writing and by
16 telephone as soon as possible when any facility listed in Paragraph 5 of Exhibit A will be closed
17 or when hours of operation are modified, excluding the holiday closures referenced in
18 Subparagraph 3.2 of Exhibit A.

19 4. ADDITIONAL CONTRACTOR RESPONSIBILITIES

20 In addition to providing the services described in Paragraph 2 of this Exhibit A,
21 CONTRACTOR agrees to:

22 4.1 Appear and testify at Juvenile Court hearings when subpoenaed or when requested
23 by ADMINISTRATOR.

24 4.2 Attend training as presented or sponsored by ADMINISTRATOR.

25 5. FACILITIES

26 Unless prior written authorization is granted by ADMINISTRATOR, all services under
27 this Agreement shall be provided at CONTRACTOR’s place(s) of business, as follows:
28

<STREET>
<CITY>, CA <ZIP>
<HOURS OF OPERATION>
<DAYS OF OPERATION>

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.

6. REPORTS

6.1 CONTRACTOR shall submit to ADMINISTRATOR, by the tenth (10th) calendar day of each month, a statistical report tracking services provided during the previous month. The report will include, but not be limited to:

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

6.1.2 Date each billed drug patch was applied, removed, mailed to laboratory, and date the test result was posted to the laboratory’s website, a designation as a positive or negative test result, and the service location;

6.1.3 Number of unduplicated CLIENTS who reported for testing;

6.1.4 Number of drug patches applied, removed, and successfully tested;

6.1.5 Number of drug patches was applied but not sent to the laboratory and the reason why;

6.1.6 Number of drug patches rejected by the laboratory and the reason why;

6.1.7 Number of drug patches applied at each service location;

6.1.8 Number of positive and negative test results posted to the laboratory’s website;

6.1.9 List of year-to-date non-active CLIENTS; and

6.1.10 List of year-to-date terminated CLIENTS.

6.2 ADMINISTRATOR may add, delete, waive, or otherwise modify individual reporting requirements as stated in this Paragraph.

7. UTILIZATION REVIEW

7.1 CONTRACTOR and ADMINISTRATOR’s designee shall meet at a minimum on

1 an annual basis to review and evaluate a random selection of CLIENT records. The review may
2 include, but is not limited to, an evaluation of the completeness and appropriateness of services
3 provided, documentation, and recordkeeping of service delivery. Records to be reviewed shall be
4 randomly selected by ADMINISTRATOR.

5 7.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR’s
6 facility referenced in Paragraph 5 of this Exhibit A, with date and time determined at
7 ADMINISTRATOR’S discretion. ADMINISTRATOR may provide oral and/or written feedback
8 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
9 corrective action accordingly.

10 7.3 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY’s Children and
11 Family Services Staff representatives and/or ADMINISTRATOR’s designee are unable to resolve
12 differences of opinion regarding the necessity and appropriateness of services and length of
13 services, the dispute shall be submitted to ADMINISTRATOR’s Director of Children and Family
14 Services for final resolution. Nothing in this subparagraph shall affect COUNTY’s termination
15 rights under Paragraph 39 of this Agreement.

16 8. INVOICING

17 8.1 CONTRACTOR shall submit a billing statement each month for all CLIENTS for
18 whom a drug patch was applied, removed, analysis completed, and test results posted to the
19 laboratory’s website. When analyses are completed and the test results are correctly posted to the
20 laboratory’s website the CONTRACTOR shall bill for the service.

21 8.2 Monthly invoices shall include statistics, as specified in Subparagraph 6 of this
22 Exhibit A, for the first date through the last date of the same month of service.

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