

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND

5 AVERTEST, LLC DBA AVERHEALTH  
6 FOR THE PROVISION OF RANDOM DRUG TESTING SERVICES  
7

8 This AGREEMENT, entered into this 1st day of July 2019, 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 AVERTEST, a Virginia Limited Liability Company (LLC) dba averhealth,  
11 qualified to transact interstate business in the State of California, hereinafter referred to as  
12 "CONTRACTOR." This Agreement shall be administered by the County of Orange Social  
13 Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."  
14

15 WITNESSETH:  
16

17 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of  
18 random drug testing services; and

19 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions  
20 hereinafter set forth;

21 WHEREAS, such services are authorized and provided for pursuant to California Welfare  
22 and Institutions Code Section 16501:  
23

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

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26 ///  
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1. TERM

2 The term of this Agreement shall commence on July 1, 2019, and terminate on June 30,  
3 2020, unless earlier terminated pursuant to the provisions of Paragraph 38 of this Agreement;  
4 however, CONTRACTOR shall be obligated to perform such duties as would normally extend  
5 beyond this term, including, but not limited to, obligations with respect to indemnification, audits,  
6 reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in  
7 writing to extend the term of this Agreement, for up to twelve (12) additional months upon the  
8 same terms and conditions, provided that COUNTY's maximum obligation as stated in  
9 Subparagraph 19.1 of this Agreement does not increase as a result.

10 2. ALTERATION OF TERMS

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

16 2.2 The various headings, numbers, and organization herein are for the purpose of  
17 convenience only and shall not limit or otherwise affect the Agreement.

18 3. STATUS OF CONTRACTOR

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

26 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or  
27 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY  
28 employees.

1           4.     DESCRIPTION OF SERVICES

2           4.1     CONTRACTOR agrees to provide those services, facilities, equipment, and  
3 supplies, as described in the Exhibit A to the Agreement between County of Orange and Avertest  
4 LLC dba averhealth, for the Provision of Random Drug Testing Services, attached hereto and  
5 incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term  
6 of this Agreement with the number and type of staff described and as required for provision of  
7 services hereunder.

8           4.2     Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10          5.     LICENSES AND STANDARDS

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

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

1                   5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
2 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
3 federal financial assistance programs and/or activities.

4                   6.       DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

5                   6.1       Delegation and Assignment

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

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

16                   6.2       Change of Ownership

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

22                   7.       SUBCONTRACTS

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

1 include in each subcontract any provision ADMINISTRATOR may require.

2 7.1.1 Subcontracts of \$50,000 or less

3 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,  
4 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services  
5 by CONTRACTOR when the cumulative total cost of the services to be provided by any  
6 organization is anticipated to fifty thousand dollars (\$50,000) or less during the term of this  
7 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of  
8 providing services or the usual and customary charges established by the organization(s) providing  
9 the services.

10 7.1.2 Subcontracts in excess of \$50,000

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

20 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's  
21 proposed procurement system, CONTRACTOR shall comply with such procurement system in  
22 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the  
23 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written  
24 consent prior to entering into a subcontract with any organization when the total cumulative cost  
25 of services to be provided by that organization is anticipated to exceed fifty thousand dollars  
26 (\$50,000) during the term of this Agreement.

27 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and  
28 maintain accurate and complete financial records related to services provided under the terms of

1 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to  
2 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or  
3 until any pending audit is completed.

4 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

5 8.1 Form of Business Organization

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

9 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,  
10 partnership, corporation, etc.

11 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way  
12 of ownership or otherwise, to any parent organization or individual.

13 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any  
14 subsidiary business organization or to any individual who may be providing services, supplies,  
15 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR  
16 under this Agreement.

17 8.2 Change in Form of Business Organization

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

24 8.3 Name Change

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

1 status upon request by COUNTY.

2 9. NON-DISCRIMINATION

3 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not  
4 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
5 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
6 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
7 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
8 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
9 status, or any other protected group, in accordance with the requirements of all applicable federal  
10 or State laws.

11 9.2 CONTRACTOR shall furnish any and all information requested by  
12 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
13 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
14 9 et seq.

15 9.3 Non-Discrimination in Employment

16 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
17 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
18 Department of Labor regulations (Title 41 CFR Part 60).

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

27 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a  
28 formal discrimination complaint to:



1 California Department of Fair Employment  
2 2218 Kausen Drive, Suite 100  
3 Elk Grove, CA 95758  
4 Telephone: (800) 884-1684  
5 (800) 700-2320 (TTY)

6 9.4 Non-Discrimination in Service Delivery

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

26 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal  
27 complaint any and all information as appropriate:

28 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"

1 (PUB 13)

2 9.4.2.2 Discrimination Complaint Form

3 9.4.2.3 Civil Rights Contacts:

4 County Civil Rights Contact:

5 Orange County Social Services Agency

6 Program Integrity

7 Attn: Civil Rights Coordinator

8 P.O. Box 22001

9 Santa Ana, CA 92702-2001

10 Telephone: (714) 438-8877

11 State Civil Rights Contact:

12 California Department of Social Services

13 Civil Rights Bureau

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

15 Sacramento, CA 94244-2430

16 Federal Civil Rights Contact:

17 U.S. Department of Health and Human Services

18 Office of Civil Rights

19 50 U.N. Plaza, Room 322

20 San Francisco, CA 94102

21 9.4.3 The following websites provide Civil Rights information, publications  
22 and/or forms:

23 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>  
24 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

25 9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->  
26 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*  
27 *Programs*)

28 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: Avertest, LLC dba averhealth  
1700 Bayberry Court, Suite 105  
Richmond, VA 23226

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

1 their elected and appointed officials, officers, employees, agents, and those special districts and  
2 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
3 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,  
4 including, but not limited to, personal injury or property damage arising from or related to the  
5 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.  
6 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
7 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
8 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
9 Neither party shall request a jury apportionment.

10 13. INSURANCE

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

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

1           13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
2 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
3 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
4 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
5 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity  
6 provision(s) in the Agreement, agrees to all of the following:

7           13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
8 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
9 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
10 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
11 same; and

12           13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
13 irrespective of any duty to indemnify or hold harmless; and

14           13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
15 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
16 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
17 insured.

18           13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
19 term of this Agreement, COUNTY may terminate this Agreement.

20           13.5 Qualified Insurer

21           13.5.1 The policy or policies of insurance must be issued by an insurer with a  
22 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
23 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
24 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business  
25 in the state of California (California Admitted Carrier).

26           13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the County  
27 Executive Office (CEO)/Office of Risk Management retains the right to approve or reject a carrier  
28 after a review of the company's performance and financial ratings.

1           13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide  
2 the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

15           13.8 Required Coverage Forms

16           13.8.1 Commercial General Liability coverage shall be written on Insurance  
17 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as  
18 broad.

19           13.9 Required Endorsements

20           13.9.1 Commercial General Liability policy shall contain the following  
21 endorsements, which shall accompany the Certificate of Insurance:

22           13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26  
23 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,  
24 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will  
25 state AS REQUIRED BY WRITTEN CONTRACT.

26           13.9.1.2 A primary non-contributing endorsement using ISO form CG 20  
27 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and  
28 any insurance or self-insurance maintained by the County of Orange shall be excess and non-

1 contributing.

2 13.9.2 The Network Security and Privacy Liability policy shall contain the  
3 following endorsements which shall accompany the Certificate of Insurance.

4 13.9.2.1 An Additional Insured endorsement naming the County of  
5 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
6 for its vicarious liability.

7 13.9.2.2 A primary and non-contributing endorsement evidencing that  
8 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the  
9 County of Orange shall be excess and non-contributing.

10 13.10 All insurance policies required by this Agreement shall waive all rights of  
11 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
12 employees when acting within the scope of their appointment or employment.

13 13.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any  
14 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the  
15 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute  
16 a material breach of the contract, upon which the COUNTY may suspend or terminate this  
17 Agreement.

18 13.12 If CONTRACTOR's Professional Liability, and Network Security & Privacy  
19 Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional  
20 Liability, and Network Security & Privacy Liability coverage for two (2) years following  
21 completion of this Agreement.

22 13.13 The Commercial General Liability policy shall contain a severability of interests  
23 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

24 13.14 Insurance certificates should be mailed to COUNTY at the address indicated in  
25 Paragraph 10 of this Agreement.

26 13.15 If CONTRACTOR fails to provide the insurance certificates and endorsements  
27 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,  
28 award may be made to the next qualified proponent.

1           13.16 COUNTY expressly retains the right to require CONTRACTOR to increase or  
2 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
3 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
4 appropriate to adequately protect COUNTY.

5           13.17 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
6 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
7 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
8 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
9 COUNTY shall be entitled to all legal remedies.

10           13.18 The procuring of such required policy or policies of insurance shall not be construed  
11 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and  
12 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
13 available from the insurer.

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

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

17           14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
18 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
19 under this Agreement. While CONTRACTOR is required to provide this information without  
20 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
21 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

22           14.2 Any accident or incident relating to services performed under this Agreement that  
23 involves injury or property damage which may result in the filing of a claim or lawsuit against  
24 CONTRACTOR and/or COUNTY.

25           14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
26 relating to services performed by CONTRACTOR under this Agreement.

27           14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

28           14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of



1 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
2 Agreement.

3 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
4 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
5 of service location or jurisdiction.

6 15. CONFLICT OF INTEREST

7 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions  
8 or conditions that could result in a conflict with COUNTY interests. In addition to the  
9 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
10 subcontractors associated with the provision of goods and services provided under this Agreement.  
11 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
12 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
13 entertainment, payments, loans, or other considerations which could be deemed to influence or  
14 appear to influence COUNTY staff or elected officers in the performance of their duties.

15 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
16 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
17 Agreement performance. While CONTRACTOR will be required to provide this information  
18 without prompting from COUNTY any time there is a change regarding conflict of interest,  
19 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

20 16. ANTI-PROSELYTISM PROVISION

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

25 17. SUPPLANTING GOVERNMENT FUNDS

26 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the  
27 purposes of this Agreement with any funds made available under this Agreement.  
28 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from

1 COUNTY with respect to, that portion of its obligations which have been paid by another source  
2 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,  
3 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,  
4 State, or COUNTY funds under any federal, State, or COUNTY program without prior written  
5 approval of ADMINISTRATOR.

6 18. BREACH SANCTIONS

7 18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
8 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
9 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
10 available at law, in equity, or otherwise specified in this Agreement:

11 18.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
12 which period shall be established by ADMINISTRATOR; and/or

13 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
14 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;  
15 and/or

16 18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
17 COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

18 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
19 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

20 19. PAYMENTS

21 19.1 Maximum Contractual Obligation

22 The maximum obligation of COUNTY under this Agreement shall be \$750,000, or  
23 actual allowable costs, whichever is less.

24 19.2 Allowable Costs and Usage

25 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
26 in arrears, the rates identified in Subparagraph 19.3 for each urinalysis test performed to detect  
27 substances identified in Exhibit A. No guarantee is given by COUNTY to CONTRACTOR  
28 regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price

1 listed below, regardless of the number of referrals from COUNTY.

2 19.3 Payment Rates

Test Panel #1	Collection Location	Unit Price <sup>(1)</sup>
SSA Standard Drug Panel	In County	\$31.50
	Out of County / Avertest/averhealth Owned and Operated	\$31.50
	Out of County / Avertest/averhealth In-Network Facility	\$56.00
Test Panel #2 Illicit Drug Panel Plus Ethyl Glucuronide (ETG)	In County	\$38.00
	Out of County / Avertest/averhealth Owned and Operated	\$38.00
	Out of County / Avertest/averhealth In-Network Facility	\$62.50
Test Panel #3 Opioids Panel Rotation	In County	\$35.00
	Out of County / Avertest/averhealth Owned and Operated	\$35.00
	Out of County / Avertest/averhealth In-Network Facility	Not Available
Test Panel #4 Synthetic Tetrahydrocannabinol (THC) (e.g. K2, Spice)	In County	\$45.00
	Out of County / Avertest/averhealth Owned and Operated	\$45.00
	Out of County / Avertest/averhealth In-Network Facility	Not Available

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

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

19.4 CONTACTOR shall provide an itemized billing statement each month that indicates prices corresponding to the service descriptions indicated in Subparagraph 19.3. Each

1 invoice shall include but is not limited to:

2 19.4.1 The names of all clients for whom collections were completed and all  
3 collections that were tested.

4 19.4.2 The name and client identification number of each client tested.

5 19.4.3 The dates each client tested.

6 19.4.4 A description of each test completed.

7 19.4.5 The unit cost of each collection and subsequent analysis.

8 19.5 COUNTY shall not pay for collections that were completed and delivered to the  
9 testing laboratory but rejected by the laboratory for testing due to an error or failure by the  
10 collection facility staff. Such errors or failures may include but are not limited to failure to:

11 19.5.1 Sign and/or date the chain-of-custody (COC) form.

12 19.5.2 Obtain the client's signature and/or date the COC form.

13 19.5.3 Legibly write the name of the client on the COC form.

14 19.5.4 Properly select and/or record the correct client's name on the COC form.

15 19.5.5 Properly seal the urine specimen container.

16 19.5.6 Properly affix the COC label to the urine specimen container.

17 19.5.7 Properly indicate the urine specimen temperature on the COC form.

18 19.5.8 Include the COC form with the urine specimen.

19 19.6 Each invoice shall be submitted with CLIENTS' names listed in alphabetical order  
20 or in an electronic format capable of being sorted alphabetically.

21 19.7 In the event COUNTY requires urinalysis testing for a substance not included  
22 Subparagraph 4.6 of Exhibit A to this Agreement, COUNTY agrees to pay CONTRACTOR in  
23 arrears at CONTRACTOR's current catalog price for the drug test.

24 19.8 Claims

25 19.8.1 CONTRACTOR shall submit monthly claims to be received by  
26 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
27 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
28 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY

1 holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday,  
2 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
3 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

4 19.8.2 All claims must be submitted on a form approved by ADMINISTRATOR.  
5 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with  
6 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,  
7 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some  
8 of which may be required to be copied. Source documents that CONTRACTOR must submit shall  
9 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
10 shall retain all financial records in accordance with Paragraph 22 of this Agreement.

11 19.8.3 Payments should be released by COUNTY within a reasonable time period  
12 of approximately thirty (30) days after receipt of a correctly completed claim form and required  
13 supporting documentation.

#### 14 19.8.4 Year-End and Final Claims

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

21 19.8.4.2 CONTRACTOR shall submit a final claim by no later than  
22 August 30, 2020. Claims received after August 30<sup>th</sup> may, at ADMINISTRATOR's sole discretion,  
23 not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be  
24 received, upon written notice to CONTRACTOR.

25 19.8.4.3 The basis for final settlement shall be the actual allowable costs  
26 as defined in Title 48 CFR Section 31.2 and 2 CFR, Part 200, incurred and paid by  
27 CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of  
28 COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount

1 of the overpayment against the final payment. In the event overpayment exceeds the final  
2 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of  
3 notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY  
4 in the event an overpayment has been made.

5 20. OVERPAYMENTS

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

18 21. OUTSTANDING DEBT

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

22 22. RECORDS, INSPECTIONS, AND AUDITS

23 22.1 Financial Records

24 22.1.1 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 22.1.2 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 22.2 Client Records

5 22.2.1 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 22.2.2 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 38.2.

16 22.2.3 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 22.3 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 22.4 Inspections and Audits

25 22.4.1 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 22.4.2 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 22.4.3 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 22.4.4 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 22.5 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 23. PERSONNEL DISCLOSURE

21 23.1 This Paragraph 23 applies to all of CONTRACTOR's personnel providing services  
22 through this Agreement, paid and unpaid, including those identified in Paragraph 6.2 of Exhibit A  
23 (hereinafter referred to as "Personnel").

24 23.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
25 Personnel providing services hereunder, including résumés and job applications. Changes to the  
26 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
27 and/or job application. The list shall include:

28 23.2.1 Names and dates of birth of all Personnel by title, whose direct services are



1 required to provide the programs described herein;

2 23.2.2 A brief description of the functions of each position and the hours each  
3 person works each week, or for part-time Personnel, each day or month, as appropriate;

4 23.2.3 The professional degree, if applicable, and experience required for each  
5 position; and

6 23.2.4 The language skill, if applicable, for all Personnel.

7 23.3 Where authorized by law, and in a manner consistent with California Government  
8 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
9 information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
10 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
11 Personnel shall be cause for termination from the performance of services under this Agreement.

12 23.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
13 a clearance on the following public websites of the names and dates of birth for all Personnel who  
14 will have direct, interactive contact with clients served through this Agreement: U.S. Department  
15 of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
16 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

17 23.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
18 a criminal record background check on all Personnel who will have direct, interactive contact with  
19 clients served through this Agreement. Background checks conducted through the California  
20 Department of Justice shall include a check of the California Central Child Abuse Index, when  
21 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
22 performance of services under this Agreement.

23 23.6 CONTRACTOR shall ensure that clearances and background checks described in  
24 Subparagraphs 23.4 and 23.5 are completed prior to CONTRACTOR's Personnel providing  
25 services under this Agreement.

26 23.7 In the event a record is revealed through the processes described in Subparagraphs  
27 23.4 and 23.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
28 Personnel providing services through this Agreement.

1           23.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
2 provide services under this Agreement have satisfactory past work records and/or reference checks  
3 indicating their ability to perform the required duties and accept the kind of responsibility  
4 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
5 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
6 assigned to provide services under this Agreement, for a minimum of five (5) years from the date  
7 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits  
8 are completed, whichever is later, in compliance with all applicable laws.

9           23.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
10 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
11 Personnel performing services under this Agreement, when such information becomes known to  
12 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to  
13 provide services under this Agreement and shall provide notice of such determination to  
14 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
15 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 18 above.

16           23.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
17 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

18           23.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel  
19 from the performance of services under this Agreement. At the request of COUNTY,  
20 CONTRACTOR shall immediately replace said Personnel.

21           23.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
22 for cause from working on this Agreement.

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

26           24.    EMPLOYMENT ELIGIBILITY VERIFICATION

27           As applicable, CONTRACTOR warrants that it fully complies with all federal and State  
28 statutes and regulations regarding the employment of aliens and others, and that all its employees

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

13 25. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

14 25.1 CONTRACTOR certifies it is in full compliance with all applicable federal and  
15 State reporting requirements regarding its employees and with all lawfully served Wage and  
16 Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance  
17 throughout the term of the Agreement with the County of Orange. Failure to comply shall  
18 constitute a material breach of the Agreement and failure to cure such breach within sixty (60)  
19 calendar days of notice from the COUNTY shall constitute grounds for termination of the  
20 Agreement.

21 25.2 In the case of an individual contractor or contractor doing business in a form other  
22 than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days  
23 of the award of this Agreement:

24 25.2.1 His/her name, date of birth, Social Security number and residence address;  
25 or

26 25.2.2 In the case of a contractor doing business in a form other than as an  
27 individual, the name, date of birth, Social Security number, and residence address of each  
28 individual who owns an interest of ten percent (10%) or more in the contracting entity.

1           25.3 It is expressly understood that this data will be transmitted to governmental  
2 agencies charged with the establishment and enforcement of child support orders, and for no other  
3 purpose.

4           26. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

15           27. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
16 LAW

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

21           28. CONFIDENTIALITY

22           28.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
23 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of  
24 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may  
25 now exist or be hereafter amended.

26           28.2 All records and information concerning any and all persons referred to  
27 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
28 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other

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

6 28.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
7 other individuals performing services under this Agreement of this provision and that any person  
8 violating the provisions of said California state law may be guilty of a crime.

9 28.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
10 to the confidentiality requirements of this Agreement.

11 28.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect  
12 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
13 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
14 hereafter be amended.

15 28.5.1 No access, disclosure, or release of information regarding a child who is the  
16 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is  
17 in doubt, no such information shall be released without the written approval of a Judge of the  
18 Juvenile Court.

19 28.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court  
20 before allowing any child to be interviewed, photographed, or recorded by any publication or  
21 organization, or to appear on any radio, television, or internet broadcast or make any other public  
22 appearance. Such approval shall be requested through child's Social Worker.

23 29. SECURITY

24 29.1 Security Requirements

25 29.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
26 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
27 confidentiality that currently exists or exists at any time during the term of this Agreement.  
28 CONTRACTOR represents and warrants that it has implemented and will maintain during the

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

5 29.1.1.1 Storage of confidential paper files that ensures records are  
6 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

7 29.1.1.2 Control of access to physical and electronic records to ensure  
8 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
9 services.

10 29.1.1.3 Control to prevent unauthorized access and to prevent  
11 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

12 29.1.1.4 Firewall protection.

13 29.1.1.5 Use of encryption methods of electronic COUNTY data while  
14 in transit from CONTRACTOR networks to external networks, when applicable.

15 29.1.1.6 Measures to securely store all COUNTY data, including, but not  
16 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
17 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
18 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
19 the term of this Agreement administrative, technical, and physical safeguards and controls  
20 consistent with State and federal security requirements.

## 21 29.2 Security Breach Notification

22 29.2.1 CONTRACTOR shall have policies and procedures in place for the  
23 effective management of Security Breaches, as defined below. In the event of any actual,  
24 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
25 experiences or learns of that either compromises or could reasonably be expected to comprise  
26 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security  
27 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
28 notification, CONTRACTOR shall, at its own expense, immediately:

1                   29.2.1.1 Investigate to determine the nature and extent of the Security  
2 Breach.

3                   29.2.1.2 Contain the incident by taking necessary action, including, but  
4 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
5 security.

6                   29.2.1.3 Report to COUNTY the nature of the Security Breach, the  
7 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
8 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
9 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
10 take to prevent future similar unauthorized use or disclosure.

11                   29.2.2 The COUNTY in its sole discretion and on a case-by-case basis, having  
12 consulted with the CONTRACTOR, will determine what actions are necessary in response to the  
13 Security Breach and who will perform these actions. Actions may include, but are not limited to:  
14 notifications; investigation and remediation costs, including notification of all whose personal  
15 information was disclosed; outside investigation; forensics; counsel; crisis management; and credit  
16 monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s),  
17 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising  
18 out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for  
19 costs associated to legally required actions.

20                   30.    COPYRIGHT ACCESS

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

24                   31.    WAIVER

25                   No delay or omission by either party hereto to exercise any right or power accruing upon  
26 any noncompliance or default by the other party with respect to any of the terms of this Agreement  
27 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of  
28 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other

1 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,  
2 condition, or agreement herein contained.

3 32. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

4 32.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
5 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
6 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
7 without COUNTY's prior written consent is expressly prohibited.

8 32.2 CONTRACTOR may develop and publish information related to this Agreement  
9 where all of the following conditions are satisfied:

10 32.2.1 ADMINISTRATOR provides its written approval of the content and  
11 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
12 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

13 32.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
14 a statement that the program, wholly or in part, is funded through County, State, and Federal  
15 Government funds;

16 32.2.3 The information does not give the appearance that the COUNTY, its  
17 officers, employees, or agencies endorse:

18 32.2.3.1 Any commercial product or service; and

19 32.2.3.2 Any product or service provided by CONTRACTOR, unless  
20 approved in writing by ADMINISTRATOR; and

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

28 33. REPORTS



1           33.1 CONTRACTOR shall provide information deemed necessary by  
2 ADMINISTRATOR to complete any State-required reports related to the services provided under  
3 this Agreement.

4           33.2 CONTRACTOR shall maintain records and submit reports containing such data  
5 and information regarding the performance of CONTRACTOR's services, costs, or other data  
6 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
7 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
8 written notice to CONTRACTOR.

9       34.   ENERGY EFFICIENCY STANDARDS

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

12       35.   ENVIRONMENTAL PROTECTION STANDARDS

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

18           35.1 No facility to be utilized in the performance of the proposed grant has been listed  
19 on the EPA List of Violating Facilities;

20           35.2 It will notify COUNTY prior to award of the receipt of any communication from  
21 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
22 grant is under consideration to be listed on the EPA List of Violating Facilities; and

23           35.3 It will notify COUNTY and EPA about any known violation of the above laws and  
24 regulations.

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

27           36.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
28 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down

1 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
2 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
3 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must  
4 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
5 ADMINISTRATOR that cites the following:

6 36.1.1 The definitions and prohibitions contained in the clause at Federal  
7 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
8 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
9 B of this certification.

10 36.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
11 knowledge and belief as of December 23, 1989, that

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

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

26 36.1.2.3 He or she will include the language of this certification in all  
27 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
28 \$100,000 shall certify and disclose accordingly.

1                   36.1.3 Submission of this certification and disclosure is a prerequisite for making  
2 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
3 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to  
4 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,  
5 and not more than \$100,000, for each such failure.

6                   37.    POLITICAL ACTIVITY

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

10                  38.    TERMINATION PROVISIONS

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

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

27                  38.3    In the event of termination of this Agreement, cessation of business by  
28 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide

1 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
2 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
3 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
4 Agreement.

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

15 38.5 If any term, covenant, condition, or provision of this Agreement or the application  
16 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
17 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
18 thereby.

19 39. GOVERNING LAW AND VENUE

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

27 40. SIGNATURE IN COUNTERPARTS

28 40.1 The parties agree that separate copies of this Agreement may be signed by each of

1 the parties, and this Agreement will have the same force and effect as if the original had been  
2 signed by all the parties.

3 40.2 CONTRACTOR represents and warrants that the person executing this Agreement  
4 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
5 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
6 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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WHEREFORE, the parties hereto have executed this Agreement.

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

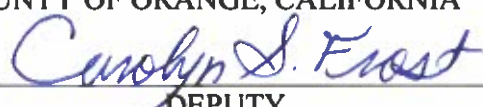
By: \_\_\_\_\_  
CHAIRWOMAN  
OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: 02/26/2019

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

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

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

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

Dated: 03/01/19

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

AVERTEST, LLC DBA AVERHEALTH

FOR THE PROVISION OF RANDOM DRUG TESTING SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide Random Drug Testing Services by means of urinalysis to all individuals, hereinafter referred to as “CLIENT/CLIENTS”, referred by the Social Services Agency (SSA) Children and Family Services Division (CFS) of ADMINISTRATOR. 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/Non-Minor Dependents (NMDs) with a history of substance abuse whose case plan includes required drug testing, CLIENTS whose voluntary case plan includes drug testing, or other CLIENTS referred at the discretion of ADMINISTRATOR.

2. GENERAL SERVICES OVERVIEW

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

3. DEFINITIONS

3.1 “Random” testing means a CLIENT being selected by a scientifically valid random selection method for the purpose of submitting a urine sample for analysis on an unplanned and unpredictable basis.

1           3.2     "On-demand" testing means a CLIENT being referred for immediate (generally the  
2 same day) submittal of a urine sample for analysis rather than, or in addition to, random or  
3 prescheduled, regular intervals.

4           3.3     "Aversys" means CONTRACTOR's secured, web-based proprietary donor and  
5 specimen management application used to manage: client enrollment; test date selection, both  
6 random and on-demand; client notification; chain of custody, both electronic and paper; lab  
7 analysis result reporting; and accounting reports.

8           3.4     "Chain of custody (COC)" means the course of action of documenting the  
9 management and storage of a specimen from the moment a donor provides the specimen for the  
10 collector to the final destination of the specimen and the review and reporting of the final test  
11 result.

12          3.5     "Collector" means a person who instructs and assists CLIENTS at a collection site,  
13 who receives and makes an initial inspection of the specimen provided by CLIENTS, and who  
14 initiates and completes the COC.

15          3.6     "False Specimen" is a specimen that is outside the acceptable criteria indicating the  
16 specimen was adulterated or substituted as detected at the time of collection.

17          3.7     Monitored Urine Collection is a specimen in which the CONTRACTOR's staff  
18 inspects the collection room prior to the CLIENT entering, to ensure there is nothing that can be  
19 used to tamper with the specimen. The CLIENT is asked to empty their pockets, remove hats,  
20 jackets, bulky sweaters and wash their hands. The CLIENT then enters the collection room, and  
21 provides a urine sample. The CONTRACTOR's staff member remains outside listening for any  
22 abnormal sounds. The CONTRACTOR's staff member inspects the collection room after the  
23 specimen is provided to ensure nothing has been left behind and that none of the secure items have  
24 been tampered with.

25          3.8     Observed Urine Collection is a specimen that follows the same protocol as a  
26 Monitored Urine Collection, with the CONTRACTOR's staff observing the CLIENTS body for  
27 any indication of a mechanism that could be used to tamper with the specimen. The  
28 CONTRACTOR's staff member remains in the room with CLIENT while they provide the urine



1 sample

2 4. CONTRACTOR RESPONSIBILITIES

3 4.1 Referrals

4 CONTRACTOR shall:

5 4.1.1 Host and maintain Aversys twenty-four (24) hours per day, seven (7) days  
6 per week, for ADMINISTRATOR to refer CLIENTS.

7 4.1.2 Receive referrals through Aversys that will include, at a minimum,  
8 CLIENT's first and last name, CLIENT's date of birth, a COUNTY-provided identification  
9 number, schedule for testing (i.e., testing frequency), program name, and the name and telephone  
10 number of the referring social worker.

11 4.2 Random Selection and Client Notification

12 CONTRACTOR shall:

13 4.2.1 Host and maintain, within Aversys, an integrated individualized Random  
14 Selection Engine and Notification System for COUNTY to enroll CLIENTS for the purpose of  
15 randomly selecting CLIENTS to report for urine collection. At ADMINISTRATOR's sole  
16 determination, CLIENTS may be required to be randomly selected at a fluctuating frequency (e.g.,  
17 two (2) to eight (8) times monthly), at a fixed frequency (e.g., two times every week) or on-  
18 demand, as described in Subparagraph 4.3. ADMINISTRATOR will specify in Aversys the  
19 random selection requirements for each CLIENT. Aversys program will use an algorithm to  
20 automatically provide an evidence based random selection approach that ensures CLIENTS have  
21 an equal probability of testing on any given day.

22 4.2.2 Assign each CLIENT, through Aversys, a Personal Identification Number  
23 (PIN) unique to each CLIENT which shall be used to notify each CLIENT of the need to test or  
24 not.

25 4.2.3 Provide a mechanism in which ADMINISTRATOR may excuse a CLIENT  
26 from testing on a short or long term basis. When excused, the CLIENT's PIN will not be selected.

27 4.2.4 Maintain area telephone service, at no additional cost to COUNTY, for  
28 enrolled CLIENTS to call each day. Using their unique PIN, the CLIENT is notified of the need

1 to report that day for drug testing. The announcement shall be updated each day no later than  
2 12:01 a.m. Pacific Time, shall provide an option to be spoken in both English and Spanish, and  
3 shall state the testing window has closed at the end of the reporting period.

4 4.2.5 Make available, through Aversys, a Call Log that tracks each CLIENT's  
5 call patterns and calculates a call-in compliance score for each CLIENT.

6 4.2.6 Make available, through Aversys, no show information that is generated  
7 automatically at the end of a reporting period when a CLIENT does not appear to test as required.

#### 8 4.3 On-Demand Testing

9 CONTRACTOR shall:

10 4.3.1 Host and maintain, within Aversys, a system for on-demand testing wherein  
11 COUNTY staff will input CLIENT information and the required date the CLIENT is expected to  
12 report for testing. Upon data entry completion, the CLIENT will be approved to proceed to an  
13 authorized collection site for testing. The authorization will be valid for only the date the  
14 COUNTY staff authorized the on-demand test.

15 4.3.2 Assign the collection an electronic status of "In Process" upon collection  
16 completion. If the collection is not completed within the required time frame, the collection is  
17 assigned an electronic status of no show, and CONTRACTOR shall advise COUNTY  
18 electronically of the missed on-demand test within twenty-four (24) hours of status assignment.

#### 19 4.4 Facilities

20 CONTRACTOR shall:

21 4.4.1 Maintain, at all times, a minimum of five (5) urine collection facilities  
22 throughout Orange County; a minimum of three (3) facilities shall be Avertest LLC, dba averhealth  
23 owned and operated and two (2) additional facilities may be subcontracted. The collection facilities  
24 shall offer a variety of extended service hours, including late night and weekends, to serve male  
25 and female CLIENTS.

26 4.4.2 Arrange for multiple urine collection facilities, with extended service hours,  
27 to serve CLIENTS who reside in counties in California outside of Orange County and CLIENTS  
28 who reside in other states.

1                   4.4.3 Serve CLIENTS residing outside of Orange County at either a  
2 CONTRACTOR owned and operated facility or a facility included in their network of  
3 subcontracted providers.

4                   4.4.4 Provide CLIENTS the option of providing a urine sample at any collection  
5 facility authorized to provide services under this Agreement.

6                   4.4.5 Follow a holiday schedule that does not exceed COUNTY's holiday  
7 schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's  
8 Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day,  
9 Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.  
10 CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure  
11 outside of COUNTY's holiday schedule. Any unauthorized closure shall be deemed a material  
12 breach of this Agreement, pursuant to Paragraph 18 and shall not be reimbursed.

13                  4.4.6 Collect urine samples, as described in Subparagraph 4.5 of this Exhibit A,  
14 at the following locations:

15  
16                                   Avertest, LLC dba averhealth

17                                   3400 Ball Road, Suite 201

18                                   Anaheim, CA 92804

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

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

21  
22                                   Avertest, LLC dba averhealth

23                                   2621 S. Bristol St., Suite 203

24                                   Santa Ana, CA 92704

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

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

27                                   Avertest LLC, dba averhealth

28                                   1200 N. Tustin Ave., Suite 220

Santa Ana, CA 92705

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

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

E&J Medical Services (subcontracted)

17024 Magnolia Street

Fountain Valley, CA 92708

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

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

Southland Family Urgent Care (subcontracted)

27660 Santa Margarita Pkwy

Mission Viejo, CA 92691

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

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

4.4.7 Provide ADMINISTRATOR notice in writing and by telephone as soon as possible when any collection facility listed in Subparagraph 4.4 will be closed or when hours of operation are modified, excluding the holiday closures referenced in Subparagraph 4.4.5, for reasons of natural disaster, emergency, riots, or other like events or for local events that impede normal daily traffic patterns.

4.4.8 Provide ADMINISTRATOR a minimum of seven (7) business days advance written notice when any collection facility listed in Subparagraph 4.4 will temporarily modify their hours of operation or be temporarily closed.

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

4.5 Specimen Collection

CONTRACTOR shall:

1           4.5.1 Provide urine specimen collection for all CLIENTS referred by  
2 ADMINISTRATOR.

3           4.5.2 Provide collection sites with Avertest LLC, dba averhealth collection  
4 supplies, access to electronic COC in Aversys to verify that each CLIENT has been authorized for  
5 services and stock paper COC forms as a backup.

6           4.5.3 Administer drug testing to CLIENTS in strict compliance with the test type  
7 as indicated in Aversys.

8           4.5.4 Refuse to test CLIENTS who appear on days for which they were not  
9 selected to report for random or on-demand testing.

10          4.5.5 Conduct specimen collection at CONTRACTOR's owned and operated  
11 and/or subcontracted facilities.

12          4.5.6 Conduct a check-in process by entering CLIENT's name into Aversys and  
13 verify CLIENT's identity by photo identification.

14          4.5.7 Utilize same gender collectors, trained by the CONTRACTOR, to observe  
15 collection of all CLIENT urine specimens, at all collection facilities within Orange County, to  
16 avoid any deliberate attempts by CLIENT to contaminate or falsify specimens. Staff must have an  
17 unobstructed view of source of void. Attempts to falsify specimens shall be reported to the  
18 ADMINISTRATOR within twenty-four (24) hours in a format designated by  
19 ADMINISTRATOR. The report will include details about the attempt to falsify the specimen.

20          4.5.8 Observe all urine collections, regardless of CLIENT's age. In the rare event  
21 there is not a same gender collector available, the CONTRACTOR shall perform a monitored urine  
22 collection.

23          4.5.9 Notify ADMINISTRATOR within twenty-four (24) hours via a written  
24 report, in a format approved by ADMINISTRATOR, every incident in which a CLIENT's urine  
25 specimen does not fall within the normal temperature range which is between ninety (90) and one  
26 hundred (100) degrees Fahrenheit.

27           4.5.9.1 In the event a CLIENT's urine specimen does not fall within the  
28 normal temperature range, CONTRACTOR shall offer CLIENT an opportunity to provide another

1 urine sample during the same office visit. If CLIENT successfully provides a urine specimen  
2 within the normal temperature range, CONTRACTOR shall send the specimen to the testing  
3 laboratory for analysis. If CLIENT is unable or refuses to provide a urine specimen during the  
4 same office visit, CONTRACTOR shall include such information in a written report, in a format  
5 approved by ADMINISTRATOR.

6 4.5.10 Utilize electronic COC forms at each of its collection sites within Orange  
7 County and utilize paper COC only in the event Aversys is down or electronic COC is otherwise  
8 unavailable.

9 4.5.11 Ensure a supply of paper COCs are maintained at each collection facility in  
10 the event Aversys is unavailable due to the system being down or electronic failure.

11 4.5.12 Utilize established COC procedures in the event legal questions arise, and  
12 to reduce the possibility of mislabeled samples. Such procedures shall include, but not be limited  
13 to, sealed specimen collection cups, tamper proof evidence tape on specimen containers, tamper  
14 proof specimen containers, National Institute of Standards and Technology certified infrared  
15 thermometers, bar codes, and when applicable, an electronic time stamp log of all staff handling  
16 specimen(s).

17 4.5.13 If CLIENT is unable to void (e.g., shy bladder), CLIENT will be  
18 advised of their option to make a second attempt later in the day as long as the second attempt  
19 occurs prior to end of the testing window period for that scheduled test date. If the CLIENT is  
20 unable to void after a second attempt, the collection is abandoned and CLIENT will be reported to  
21 ADMINISTRATOR as “Unable to Provide”, meaning CLIENT reported for testing but failed to  
22 provide a urine specimen. CONTRACTOR shall include the information in a written report, in a  
23 format approved by ADMINISTRATOR.

24 4.5.14 Arrange for urine specimens to be picked up from collection facilities on a  
25 daily basis, at no additional cost to COUNTY, Monday through Friday, for delivery to the  
26 laboratory. Urine specimens collected Monday through Friday prior to 4:00 p.m. shall arrive at  
27 the laboratory on the next business day following collection. Specimens collected between the  
28 hours of 4:01 p.m. on Friday through 12:00 midnight on Sunday shall be picked up from the

1 collection facility for delivery to the laboratory on the following Tuesday, excluding holidays  
2 referenced in Subparagraph 4.4.5.

3 4.5.15 Provide lock boxes as needed.

4 4.5.16 Provide all materials such as COCs, vials, gloves, labels, mailer cartons,  
5 etc., at no additional cost to COUNTY.

6 4.6 Specimen Analysis

7 CONTRACTOR shall:

8 4.6.1 Perform full screening and confirmation of one (1) of the following panels  
9 for each CLIENT as requested by ADMINISTRATOR via Aversys.

10 4.6.1.1 Panel #1, SSA Standard Drug Panel, including marijuana,  
11 cocaine, expanded opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, and  
12 oxymorphone), phencyclidine, amphetamines, barbiturates, benzodiazepines, methadone,  
13 propoxyphene, and alcohol.

14 4.6.1.2 Panel #2, Illicit Drug Panel Plus ETG, including cocaine,  
15 amphetamines, opiates, marijuana, benzodiazepines and ETG.

16 4.6.1.3 Panel #3, Opioids, including benzodiazepines, buprenorphine,  
17 cocaine, rotation of fentanyl (34%), meperidine (33%) and tramadol (33%), opiates, oxycodone  
18 and marijuana.

19 4.6.1.4 Panel #4, Synthetic THC.

20 4.6.2 At no additional cost to COUNTY, conduct a Breath Alcohol Content  
21 (BAC) test on all CLIENTS that report to “In County” and “Out of County / Avertest LLC, dba  
22 averhealth Owned and Operated” patient service centers and conduct an ETG test on all CLIENT  
23 samples submitted at an “Out of County / Avertest LLC dba averhealth In-Network Facility”.

24 4.6.3 Add, upon electronic request by ADMINISTRATOR, any one (1) or more  
25 of the following Specialty Drug Add-Ons to any of test panels described above in Subparagraphs  
26 4.6.1.1 through 4.6.1.3: buprenorphine, carisoprodol, ETG, gabapentin, heroin (specific  
27 immunoassay test), ketamine, Lysergic Acid Diethylamide (LSD), meperidine, neurontin,  
28 tramadol or zolpidem.

4.6.4 Allow ADMINISTRATOR to order, within Aversys, customized test panels, of varying substances, as needed, to meet CLIENTS' needs as determined by ADMINISTRATOR. At the sole discretion of ADMINISTRATOR, such test panels may replace, for either groups or individuals, any test panel described above in Subparagraphs 4.6.1.1 through 4.6.1.3. Pricing for customized panels shall be at CONTRACTOR's catalog price.

4.6.5 Allow ADMINISTRATOR the option to rotate panels described in Subparagraph 4.6.1.

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

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

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

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

4.6.9 The minimum drug screening sensitivity limits are as follows:

Drug/Metabolite	Ng/mL Screening <sup>(1)</sup>	Ng/mL (LC MS/MS) <sup>(2)</sup>
Marijuana Metabolite	20	5
Cocaine Metabolite	300	25
Opiates:	300	N/A
Morphine		50
Codeine		50
6-Acetylmorphine		5
Expanded Opiates:		



Hydrocodone		50
Hydromorphone		50
Oxycodone		50
Phencyclidine	25	12
Amphetamine:	1000	
Amphetamine	N/A	125
Methamphetamine	N/A	125
MDMA (Ecstasy)		50
Barbiturates:	200	
Amobarbital		100
Butalbital		100
Pentobarbital		100
Phenobarbital		100
Secobarbital		100
Benzodiazepines:	200	
Alprazolam Metabolite		50
Triazolam Metabolite		50
Flurazepam Metabolite		50
Lorazepam		50
Nordiazepam		50
Oxazepam		50
Temazepam		50
Methadone	300	25
Propoxyphene:	300	25

(1) Nanograms per milliliter

(2) Liquid chromatography- mass spectrometry, mass spectrometry

4.6.10 Provide upon electronic test requisition, drug testing for substance(s) not identified in Subparagraph 4.6.9 of this Exhibit A.

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

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

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

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

4.6.15 Pay for all shipping and delivery costs related to services required under

1 this Agreement.

2 4.7 Report of Findings

3 CONTRACTOR shall:

4 4.7.1 Post all test results to Aversys in a printer-friendly format and make  
5 available to ADMINISTRATOR twenty-four (24) hours per day, seven (7) days per week.  
6 Aversys shall be secured via a Secure Sockets Layer connection, 128 bit encryption.

7 4.7.2 Allow COUNTY option to receive, via Aversys, immediate notification of  
8 positive BAC test results or have BAC results included along with other substances in individual  
9 reports as described below in Subparagraph 4.7.7.

10 4.7.3 Ensure that Aversys will allow for different levels of security for accessing  
11 data.

12 4.7.4 Ensure that Aversys will maintain a full audit trail for all entries in each  
13 accession record that includes, but shall not be limited to, each individual who entered or retrieved  
14 data at each COC step.

15 4.7.5 Post screen negative results on Aversys within twenty-four (24) hours upon  
16 the specimen's arrival at testing laboratory.

17 4.7.6 Post screen positive results, following confirmation procedures, on Aversys  
18 within seventy-two (72) hours upon the specimen's arrival at testing laboratory.

19 4.7.7 Ensure each individual report shall contain, at a minimum, the following  
20 information: CLIENT's name, CLIENT's drug testing identification number, assigned social  
21 worker's name, account name, program name, collection date, testing date, report date, analysis of  
22 test result, detected substance(s) and quantitative levels of detected substance(s) when the test  
23 result is positive, testing method, and a notation of any testing irregularity, including, but not  
24 limited to:

25 4.7.7.1 Urine specimen was not within the normal temperature range at  
26 the time of the collection;

27 4.7.7.2 Specimen is diluted or adulterated; and

28 4.7.7.3 Specimen is not consistent with human urine.

1           4.7.8 Provide COC information on Aversys for each specimen collection,  
2 including, but not limited to, donor name, collection location and date, collector's name, accession  
3 number, shipped and delivered dates, delivery location, and test panel.

4           4.7.9 Provide interpretation of test results within two (2) business days of initial  
5 request by ADMINISTRATOR.

6           4.7.10 Report acceptable range for creatinine and specific gravity of urine samples  
7 with results adjacent for reference.

8           4.8 Specimen Storage

9           CONTRACTOR shall:

10           4.8.1 Store all negative samples at room temperature, consistent with industry  
11 standards, for a minimum period of five (5) business days. All positive samples shall be frozen  
12 and stored for a minimum period of one (1) year. COUNTY may periodically request a random  
13 selection of up to four (4) samples per quarter from storage, with test results standard substances,  
14 for analysis by a SAMSHA certified and/or CAP-FDT accredited laboratory within  
15 CONTRACTOR's network as a means of quality control, at no additional cost to COUNTY.

16           4.9 Training

17           CONTRACTOR shall:

18           4.9.1 Ensure all Avertest, LLC dba averhealth and subcontracted collection site  
19 staff are trained and adhere to urine sample collection guidelines specified in Subparagraph 4.5 of  
20 this Exhibit A.

21           4.9.2 Provide initial training to specimen collectors that entail a review of written  
22 procedures, the completion of mock collections, role playing, shadowing an experienced collector,  
23 and passing written exams.

24           4.9.3 Provide, at a minimum, quarterly training to collection sites specified in  
25 Subparagraph 4.4.6, or whenever new staff is hired, on topics to include sample collection,  
26 confidentiality, privacy, adulteration and tampering, 'shy bladder', confiscating devices, incident  
27 reports, de-escalation tactics, and treating clients with respect and dignity.

28           4.9.4 Provide training on Aversys COC processing for each urine collection

1 facility and ensure each collection facility will maintain an adequate supply of paper COC forms  
2 as a back-up method in the event of technological difficulties.

3 4.9.4.1 Provide all subcontracted collection facilities not using Aversys  
4 a copy of CONTRACTOR's Training Manual with instructions of the proper completion of paper  
5 COC forms.

6 4.9.5 Require each subcontractor to sign an agreement that acknowledges  
7 adherence to CONTRACTOR's collection procedures and service standards.

8 4.9.6 Provide annual, in-person training sessions, at a minimum of one (1) hour  
9 per session for COUNTY staff, as requested by ADMINISTRATOR, at COUNTY location(s) to  
10 be mutually agreed upon by both parties. Training topics shall include, but not be limited to,  
11 specimen collection and COC procedures, testing protocols, basics of drug testing, instruction on  
12 using Aversys and frequently asked questions. Training topics shall be mutually agreed upon by  
13 CONTRACTOR and ADMINISTOR prior to each training session.

14 4.9.7 Provide Help Desk Technical Support from 8:00 a.m. – 5:00 p.m. Pacific  
15 Time, Monday through Friday, to provide assistance with usage of CONTRACTOR's website.

16 4.9.8 Provide advance notice to ADMINISTRATOR by posting on Aversys prior  
17 to implementing changes to Aversys that will impact how ADMINISTRATOR accesses the data  
18 required by this Agreement.

19 4.10 Quality Assurance

20 CONTRACTOR shall:

21 4.10.1 Conduct a quarterly, in-person quality assurance review of each  
22 subcontracted collection facility located in Orange County and referenced in Subparagraph 4.4.6  
23 of this Exhibit A, and provide applicable training when necessary, to ensure collection facility staff  
24 are trained on the contractual obligations for service delivery to CLIENTS. CONTRACTOR shall  
25 provide ADMINISTRATOR a written summary of each visit.

26 4.10.1.1 The written summary shall include a synopsis of strengths  
27 and/or concerns regarding the subcontractor's provision of services per the contractual obligations,  
28 including but not limited to; adherence to hours of operations, referral procedures; random

1 selection and client notification, on-demand testing procedures; specimen collections; specimen  
2 analysis; reporting of findings and specimen storage.

3 4.10.2 Conduct a Secret Shopper quality control check at least once annually or  
4 more frequently by mutual agreement, at each of the five (5) facilities referenced in Subparagraph  
5 4.4.6 of this Exhibit A. The Secret Shopper will be trained on check-in, collection and COC  
6 procedures, tactics involving urine substitution, adulteration, and bribes. The Secret Shopper will  
7 provide a report of findings to CONTRACTOR. In the event the findings result in corrective action  
8 training and/or disciplinary action, including and up to termination, CONTRACTOR shall provide  
9 a copy of the report of findings and action taken by CONTRACTOR.

10 4.10.3 Ensure that an Avertest, LLC dba averhealth management level employee  
11 will conduct quarterly site visits of Orange County collection sites.

12 4.10.4 Develop, in conjunction with ADMINISTRATOR, a survey to elicit  
13 feedback from referring social workers regarding their satisfaction with services delivered under  
14 this Agreement. The survey shall be sent to twenty-five (25) social workers per quarter.  
15 CONTRACTOR shall send Survey results to ADMINISTRATOR.

16 4.10.5 Meet with ADMINISTRATOR at a minimum, on a semi-annual basis, on  
17 dates mutually agreed upon by both parties to review service delivery issues.

18 4.10.6 Provide a local manager, who is available 8:00 a.m. to 5:00 p.m., Pacific  
19 Time, Monday through Friday, to act as a liaison for service delivery issues.

20 4.10.7 Cooperate with ADMINISTRATOR in establishing and meeting  
21 performance outcomes as they may be developed and implemented throughout the term of this  
22 Agreement.

#### 23 4.11 Reports

24 CONTRACTOR shall:

25 4.11.1 Make available via Aversys, the following reports:

26 4.11.1.1 A report that will be available twenty-four (24) hours per day,  
27 seven (7) days per week, that shall include, but not be limited to, the names and dates of birth of  
28 all CLIENTS currently enrolled in the random selection program; COUNTY-provided drug testing

1 identification number; program name under which each CLIENT is enrolled; the name of each  
2 CLIENT's assigned social worker; PIN; testing frequency; test panel(s), as applicable; and service  
3 start date.

4 4.11.1.2 A report of CLIENTS who collectively failed to appear for  
5 random testing, when applicable. The report title shall include the date of the actual failure(s) to  
6 appear, and shall not include the date the samples were pooled or the date the report was generated.

7 4.11.1.3 A Donor History Report, for each individual CLIENT, that  
8 includes, but is not limited to, the CLIENT's name and date of birth; scheduled and on-demand  
9 test dates; urine specimen collection dates; results of each scheduled and/or on-demand test date  
10 such as excused, no show, negative or positive; detected amount for positive results, and notes of  
11 any urine specimen collection or testing irregularity, if applicable.

12 4.11.1.4 A monthly statistical report, covering the period from the first  
13 day to the last day of each calendar month, that includes but is not limited to the following data  
14 elements, segregated by program names:

15 4.11.1.4.1 Number of urine specimen collections performed,

16 4.11.1.4.2 Number of tests completed,

17 4.11.1.4.3 Number of diluted samples,

18 4.11.1.4.4 Number of oxidant samples,

19 4.11.1.4.5 Number of rejected samples,

20 4.11.1.4.6 Number of negative results and

21 4.11.1.4.7 Number of positive confirmations.

22 4.11.2 Provide a monthly invoice report that shall include, but not be limited to,  
23 the names of all CLIENTS served during the month, their urine collection dates, urine sample  
24 identification and control numbers, CLIENT identification numbers, description of services billed,  
25 and the fee of each service billed.

26 4.11.3 Complete ADMINISTRATOR's Special Incident Report, in the event there  
27 is any incident of unusual, aggressive, or high-risk behavior by a CLIENT, or there are any injuries  
28 suffered by any party during the service delivery, provided CONTRACTOR observes or is made

1 aware of any incidents of unusual, aggressive, or high-risk behavior by a CLIENT, or  
2 CONTRACTOR observes or is made aware of any injuries suffered by any party during the service  
3 delivery.

4 4.11.3.1 CONTRACTOR shall use the Special Incident Report form  
5 provided by ADMINISTRATOR to report incidents described in Subparagraph 4.11.3. However,  
6 CONTRACTOR may use its own Special Incident Report or report by another name, to report to  
7 ADMINISTRATOR minor incidents such as a CLIENT behaving in a disruptive manner, using  
8 profane language, refusing to adhere to observe urine collection protocols (e.g., not washing hands,  
9 failure to provide identification, etc.).

10 4.11.3.2 CONTRACTOR shall provide ADMINISTRATOR a report that  
11 clearly identifies specific information regarding the special incident by secured email, such as  
12 Secure Communication Management System, within twenty-four (24) hours of incident.

13 4.11.4 Ensure reports shall be prepared in a format approved by  
14 ADMINISTRATOR. ADMINISTRATOR and CONTRACTOR may mutually agree in writing  
15 to add, delete, waive, or otherwise modify reporting requirements as stated in this Paragraph.

## 16 5. COUNTY RESPONSIBILITIES

17 COUNTY shall:

18 5.1 Be responsible for accurately entering and managing CLIENT data in Aversys,  
19 including but not limited to, CLIENTS' identification information; name and telephone number of  
20 assigned social worker; primary testing location; testing frequency, either random and/or on-  
21 demand; required test panel(s); start and end service dates; and dates client is excused from being  
22 randomly selected.

23 5.2 Obtain either written consent from both CLIENT and CLIENT's attorney before  
24 referring any court ordered CLIENT to CONTRACTOR, for observed collection of the urine  
25 sample or, in the alternative, a court order which specifies that the collection of the sample must  
26 be observed. For any non-court ordered CLIENT referred to CONTRACTOR, COUNTY will  
27 obtain a written consent from CLIENT or Guardian Ad Litem for minors for the observed  
28 collection of the urine sample.

1           5.3     Provide consultation and technical assistance, and will monitor the performance of  
2 CONTRACTOR in meeting the terms of this Agreement.

3           5.4     Evaluate CONTRACTOR's performance of the terms of this Agreement annually  
4 or more frequently, as determined by ADMINISTRATOR.

5           5.5     Inform CLIENT of the requirement to test on-demand and where to report for  
6 testing.

7           5.6     Conduct on site visits annually or more frequently, as determined by  
8 ADMINISTRATOR.

9     6.     STAFF

10          6.1     CONTRACTOR shall send appropriate staff to attend an orientation session and  
11 subsequent training sessions as required by ADMINISTRATOR.

12          6.2     CONTRACTOR shall provide the following described staff positions:

13                 6.2.1   Local Manager

14                         Duties:

15                         6.2.1.1   Acts as liaison with COUNTY for any/all programmatic issues  
16 and concerns. Serve as point of contact to arrange for services to be provided to clients residing  
17 outside of Orange County.

18                         6.2.1.2   Manage daily operations of patient service centers (PSC) within  
19 a specified area.

20                         6.2.1.3   Provide leadership and management to ensure that the mission  
21 and core values of the CONTRACTOR are practiced within the PSCs.

22                         6.2.1.4   Directly manage collection staff.

23                         6.2.1.5   Serve as the day-to-day point of contact for customers.

24                         6.2.1.6   Conduct customer training sessions for PSC staff.

25                         6.2.1.7   Proactively identify, address, and resolve any issues at PSCs or  
26 with customers.

27                         6.2.1.8   Schedule staff to ensure services are provided during  
28 CONTRACTOR's hours of operation.



1 6.2.1.9 Assist the training team with training initiatives at PSCs.

2 6.2.1.10 Interview candidates to fill open positions at PSCs

3 Minimum Qualifications:

4 6.2.1.11 An Associate degree or minimum of one (1) year experience in  
5 the field of drug collection and/or testing.

6 6.2.1.12 Minimum of two (2) years of experience in a leadership and  
7 management role.

8 6.2.1.13 Excellent oral and written communication skills.

9 6.2.1.14 Excellent people and customer management skills.

10 6.2.2 Collector

11 Duties:

12 6.2.2.1 Identify CLIENT via picture identification.

13 6.2.2.2 Properly complete the COC procedure.

14 6.2.2.3 Provide instruction to CLIENT on collection procedure.

15 6.2.2.4 Directly observe collection of urine.

16 6.2.2.5 Properly identify, seal and package urine specimens.

17 Minimum Qualifications:

18 6.2.2.6 High school diploma or equivalent. Pass an annual Drug and  
19 Alcohol Testing Industry Association administered exam.

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