

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

6 FOR THE PROVISION OF DRUG PATCH TESTING SERVICES  
7

8 This AGREEMENT, entered into this 1st day of July ~~2016~~2019, which date is  
9 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,  
10 hereinafter referred to as “COUNTY,” and <PROVIDER>, an independent  
11 ~~CONTRACTOR~~contractor doing business at <STREET>, <CITY>, CA, <ZIP>, hereinafter  
12 referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange  
13 Social 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 drug  
18 patch testing services to clients referred by ADMINISTRATOR; and

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

21 WHEREAS, such contracts 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:

25 ///  
26 ///  
27 ///  
28 ///

TABLE OF CONTENTS

1		
2	1.	TERM ..... 4
3	2.	ALTERATION OF TERMS ..... 4
4	3.	STATUS OF CONTRACTOR ..... 4
5	4.	DESCRIPTION OF SERVICES ..... 5
6	5.	LICENSES AND STANDARDS ..... 9
7	6.	DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP ..... 9
8	7.	SUBCONTRACTS ..... 10
9	8.	FORM OF BUSINESS ORGANIZATION/NAME CHANGE ..... 10
10	9.	NON-DISCRIMINATION ..... 11
11	10.	NOTICES ..... 15
12	11.	NOTICE OF DELAYS ..... 15
13	12.	INDEMNIFICATION ..... 15
14	13.	INSURANCE ..... 16
15	14.	NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS ..... 20
16	15.	CONFLICT OF INTEREST ..... 21
17	16.	ANTI-PROSELYTISM PROVISION ..... 22
18	17.	SUPPLANTING GOVERNMENT FUNDS ..... 22
19	18.	BREACH SANCTIONS ..... 22
20	19.	PAYMENTS ..... 23
21	20.	OVERPAYMENTS ..... 25
22	21.	OUTSTANDING DEBT ..... 26
23	22.	FINAL REPORT ..... 26
24	23.	RECORDS, INSPECTIONS, AND AUDITS ..... 26
25	24.	PERSONNEL DISCLOSURE ..... 28
26	25.	EMPLOYMENT ELIGIBILITY VERIFICATION ..... 31
27	26.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS ..... 31
28	27.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING ..... 32
	28.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW ..... 33
	29.	CONFIDENTIALITY ..... 33
	30.	SECURITY ..... 34
	31.	COPYRIGHT ACCESS ..... 36
	32.	WAIVER ..... 36
	33.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA ..... 37
	34.	REPORTS ..... 38
	35.	ENERGY EFFICIENCY STANDARDS ..... 39
	36.	ENVIRONMENTAL PROTECTION STANDARDS ..... 39
	37.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS ..... 39
	38.	POLITICAL ACTIVITY ..... 40
	39.	TERMINATION PROVISIONS ..... 41
	40.	GOVERNING LAW AND VENUE ..... 42
	41.	SIGNATURE IN COUNTERPARTS ..... 42
		 Exhibit A
	1.	POPULATION TO BE SERVED ..... 1
	2.	SERVICES ..... 2
	3.	HOURS OF OPERATION ..... 6
	4.	ADDITIONAL CONTRACTOR RESPONSIBILITIES ..... 7
	5.	<del>ADMINISTRATOR RESPONSIBILITIES</del> ..... 7
	6.	FACILITIES ..... 7
	7.	REPORTS ..... 7

8. UTILIZATION REVIEW ..... 8  
9. INVOICING ..... 9  
10. COMPENSATION ..... 9

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1           1.     TERM

2           The term of this Agreement shall commence on July 1, ~~2016~~2019, and terminate on June  
3 30, ~~2019~~2020, unless earlier terminated pursuant to the provisions of Paragraph 39 of this  
4 Agreement; however, CONTRACTOR shall be obligated to perform such duties as would  
5 normally extend beyond this term, including, but not limited to, obligations with respect to  
6 indemnification, audits, reporting and accounting.

7           2.     ALTERATION OF TERMS

8           2.1     This Agreement, including any Exhibit(s) attached hereto and incorporated by  
9 reference, fully expresses all understandings of the parties and is the total Agreement between the  
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this  
11 Agreement, whether written or verbal, ~~by the parties, their officers, agents, or employees, shall be~~  
12 ~~valid~~are valid or binding unless made in the form of a written amendment to this Agreement which  
13 is formally approved and executed by both parties.

14           2.2     The various headings, numbers, and organization herein are for the purpose of  
15 convenience only and shall not limit or otherwise affect the Agreement.

16           3.     STATUS OF CONTRACTOR

17           3.1     CONTRACTOR is<sub>2</sub> and shall at all times be deemed to be<sub>2</sub> an independent  
18 contractor<sub>2</sub> and shall be wholly responsible for the manner in which it performs the services  
19 required of it by the terms of this Agreement. Nothing herein contained shall be construed as  
20 creating the relationship of employer and employee, or principal and agent, between COUNTY  
21 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes  
22 exclusively the responsibility for the acts of its employees or agents as they relate to services to be  
23 provided during the course and scope of their employment.

24           3.2     CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be entitled to  
25 any rights and/or privileges of COUNTY employees, and shall not be considered in any manner  
26 to be COUNTY employees.

4. DESCRIPTION OF SERVICES — ~~SCOPE OF WORK~~

~~4.1 — CONTRACTOR shall provide services which are required under the terms of this Agreement, to all Social Services Agency (SSA) clients referred by ADMINISTRATOR, in accordance with the client referral procedures to be provided by ADMINISTRATOR. Unless prior written authorization is granted by ADMINISTRATOR, all services under this Agreement shall be provided during the hours and on days specified below, at CONTRACTOR’s place of business, as follows:~~

~~<STREET>~~

~~<CITY>, CA <ZIP>~~

~~<HOURS OF OPERATION>~~

~~<DAYS OF OPERATION>~~

~~4.2 — CONTRACTOR shall be referred one client per referral form sent via facsimile. CONTRACTOR shall be provided a minimum of one week’s written notice for terminating a client’s service.~~

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Exhibit A to the Agreement between COUNTY and <PROVIDER>, for the Provision of Drug Patch Testing Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

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

~~4.3 — Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY. apply a Pharmehex® Overlay manufactured by Pharmchem on top of each applied drug patch to ensure tampering with the drug patch does not occur.~~

~~4.4 — CONTRACTOR shall contact each referred client by telephone or send a letter via first class mail to the address of the client provided by Administrator, within three (3) business~~

1 ~~days of receiving the referral, to schedule appropriate staff to attend an appointment for the client~~  
2 ~~to begin drug patch testing services. CONTRACTOR shall advise assigned social worker by~~  
3 ~~telephone or letter, within ten (10) calendar days of receiving the referral, if attempts to schedule~~  
4 ~~an initial appointment for the client are not successful. CONTRACTOR shall maintain~~  
5 ~~documentation of all attempted failed and successful contacts with clients and assigned social~~  
6 ~~workers.~~

7 ~~4.5 — To enhance CLIENT compliance, CONTRACTOR may contact clients to offer~~  
8 ~~reminders of drug patch application/removal appointments.~~

9 ~~4.6 — CONTRACTOR shall collaborate with ADMINISTRATOR and Pharmchem to~~  
10 ~~establish a primary account number and a subaccount number that will be used exclusively for all~~  
11 ~~clients referred for drug patch testing.~~

12 ~~4.7 — CONTRACTOR shall only use chain of custody forms that include~~  
13 ~~CONTRACTOR's subaccount number as referenced in Subparagraph 4.7.~~

14 ~~4.8 — CONTRACTOR shall print each client's name on the chain of custody form~~  
15 ~~exactly as it appears on the client's referral. Each client's name must be printed, evenly spaced, in~~  
16 ~~all capital block letters such as A B C D E F G, etc., or typed on a label and affixed to the chain-~~  
17 ~~of custody form.~~

18 ~~4.9 — CONTRACTOR shall administer the drug patch to clients in strict accordance with~~  
19 ~~procedures established by Pharmchem orientation session and must refuse to administer tests to~~  
20 ~~clients who show up at times not previously scheduled or approved for drug patch testing services.~~  
21 ~~Pharmchem's procedures are included in the Pharmchem Training Manual which is available on~~  
22 ~~the Pharmchem website, www.pharmchem.com.~~

23 ~~4.10 — CONTRACTOR's staff designated to administer the drug patch to the skin of a~~  
24 ~~client shall possess a current certification from Pharmchem.~~

25 ~~4.11 — CONTRACTOR shall provide each client, upon application of the client's first drug~~  
26 ~~patch, an instruction card regarding the use of the drug patch and drug patch testing services~~  
27 ~~requirements. ADMINISTRATOR will provide English and Spanish instruction cards to~~  
28 ~~CONTRACTOR for clients~~

1           ~~4.12 CONTRACTOR shall maintain safeguards established in writing by~~  
2 ~~ADMINISTRATOR to ensure the confidentiality of clients and test results.~~

3           ~~4.13 CONTRACTOR shall apply a new drug patch to the skin of referred clients on a~~  
4 ~~weekly basis, typically one drug patch every seven (7) to ten (10) calendar days as described in~~  
5 ~~Paragraph 4.16.~~

6           ~~4.14 CONTRACTOR shall apply a Pharmchek® Overlay, a drug patch protective device~~  
7 ~~that prevents excessive sweat from affecting the drug patch adhesive, on top of each newly applied~~  
8 ~~drug patch. Clients shall wear the drug patch for a minimum of seven (7) calendar days and a~~  
9 ~~maximum of ten (10) calendar days. Drug patches worn for a period longer than ten (10) calendar~~  
10 ~~days must not be submitted for analysis.~~

11           ~~4.15 CONTRACTOR shall mail drug patch specimens, at a minimum by First Class~~  
12 ~~mail, to the laboratory within twenty four (24) hours of removal, using mailing packages prepared~~  
13 ~~by Pharmchem. If the date the specimen would normally be mailed coincides with a holiday~~  
14 ~~observed by COUNTY per Subparagraph 18.4.1 the specimen must be mailed on the next day that~~  
15 ~~postal service is available.~~

16           ~~4.16 SSA employees authorized to access client records in the laboratory's client test~~  
17 ~~result website shall retrieve, print and distribute test results for clients under primary and/or~~  
18 ~~subaccount numbers referenced in Subparagraph 4.7 above. CONTRACTOR shall not perform~~  
19 ~~these duties described in this paragraph 4.18 and shall not be compensated for such.~~

20           ~~4.16.1 CONTRACTOR shall serve as a liaison between ADMINISTRATOR and~~  
21 ~~the laboratory to ensure that any errors on the laboratory's client test result website are corrected.~~  
22 ~~client's name;~~

23           ~~4.16.2~~

24           ~~4.17 ADMINISTRATOR will advise CONTRACTOR in writing when an error~~  
25 ~~pertaining to a client's test result record is identified on the laboratory's website.~~

26           ~~4.18 CONTRACTOR must notify the assigned social worker via telephone, within one~~  
27 ~~(1) business day, if CONTRACTOR observes any irregularity when removing a client's drug patch~~  
28 ~~such as, but not limited to:~~

~~4.18.1~~

~~4.19~~ CONTRACTOR must notify the assigned social worker or the Officer of the Day immediately, and must complete a Special Incident Report (SIR), in the event there is any incident of unusual, aggressive or high risk behavior by a client, or if there are any injuries suffered by any party during the service delivery. CONTRACTOR must use the SIR form provided by ADMINISTRATOR and submit the form within one (1) business day. A copy of the SIR must be retained in the client's file.

~~4.20~~ CONTRACTOR shall appear and testify at Juvenile Court hearings, when subpoenaed.

~~4.21~~ Utilization Reviews:

~~4.21.1~~ CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's request at CONTRACTOR's facility to review and evaluate a random selection of client records. The review shall include, but is not limited to, an evaluation of the completeness and appropriateness of services provided, documentation, and recordkeeping of service delivery. Records to be reviewed shall be selected by ADMINISTRATOR. CONTRACTOR shall have all records pertaining to clients at their facility at the scheduled time of each Utilization Review.

~~4.22~~ Invoicing Requirements:

~~4.22.1~~ CONTRACTOR shall submit a billing statement each month for all clients for whom a drug patch was applied and removed, analysis completed, and test results posted to the laboratory's website. When the drug patch is applied, removed, and mailed in one month, and the results are posted to the laboratory's website during the following month, the service shall be billed for the month in which the test result was initially posted to the laboratory's website.

~~4.22.2~~ Monthly invoices shall include the total number of all new or unduplicated test results posted to the laboratory's website for a period of the first date of a single month through the last date of the same month.

~~4.23~~ Monthly Reporting Requirements:

~~4.23.1~~ client served;



~~4.23.2 Number of unduplicated clients who reported for testing;~~

~~4.23.3 and~~

~~4.23.4 Number of positive and negative test results posted to the laboratory's website.~~

~~4.24.3 SSA may present or sponsor subsequent training and require CONTRACTOR to attend sessions given by COUNTY~~

5. LICENSES AND STANDARDS

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

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

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

1           6.1    Delegation and Assignment

2           6.1.1 In the performance of this Agreement, CONTRACTOR may neither  
3 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
4 written consent of COUNTY. Any attempted delegation or assignment without prior written  
5 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
6 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
7 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
8 benefits under the terms of this Agreement requiring COUNTY approval.

9           6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
10 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
11 for the provision of services under the Agreement.

12           6.2    Change of Ownership

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

18           7.    SUBCONTRACTS

19           ~~6.27.1~~ CONTRACTOR shall not subcontract for services under this Agreement without  
20 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
21 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
22 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
23 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
24 ADMINISTRATOR may require.

25           ~~7.8. FORM OF BUSINESS ORGANIZATION—AND—REAL—PROPERTY~~  
26           ~~DISCLOSURE/NAME CHANGE~~

27           ~~7.18.1 Form of Business Organization:~~

28           Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and

1 submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to  
 2 ADMINISTRATOR, containing, but not limited to, the following information:

3 ~~7.1.1~~8.1.1 The form of CONTRACTOR's business organization, i.e.,  
 4 proprietorship, partnership, corporation, etc.

5 ~~7.1.2~~8.1.2 A detailed statement indicating the relationship of CONTRACTOR,  
 6 by way of ownership or otherwise, to any parent organization or individual.

7 ~~7.1.3~~8.1.3 A detailed statement indicating the relationship of CONTRACTOR  
 8 to any subsidiary business organization or to any individual who may be providing services,  
 9 supplies, material, or equipment to CONTRACTOR or in any manner does business with  
 10 CONTRACTOR under this Agreement.

11 ~~7.2~~8.2 Change in Form of Business Organization:

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

18 8.3 Name Change

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

24 ~~8.9.~~ NON-DISCRIMINATION

25 ~~8.19.1~~ In the performance of this Agreement, CONTRACTOR agrees that it shall not  
 26 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
 27 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
 28 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws.

~~8.2~~ ~~CONTRACTOR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

~~8.3~~9.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

### 9.3 Non-Discrimination in Employment

~~8.3.1~~9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

~~8.3.2~~9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

~~8.3.3~~9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

\_\_\_\_\_ California Department of ~~Social Services~~Fair Employment  
Public Inquiry and Response Bureau  
P.O. Box 944243, M.S. 8-4-23  
Sacramento \_\_\_\_\_ 2218 Kausen Drive, Suite 100

1 Elk Grove, CA 9581495758

2 Telephone: (800) ~~952-5253~~884-1684

3 ~~(800) 952-8349 (For the hard of hearing)~~

4 (800) 700-2320 (TTY)

5 ~~8.4.9~~4 Non-Discrimination in Service Delivery:

6 ~~8.4.1~~9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil  
 7 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the  
 8 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
 9 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as  
 10 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
 11 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
 12 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
 13 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the  
 14 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable ~~Federal~~federal and  
 15 State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91;  
 16 Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
 17 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
 18 amended. CONTRACTOR shall not implement any administrative methods or procedures which  
 19 would have a discriminatory effect or which would violate the California Department of Social  
 20 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
 21 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other  
 22 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any  
 23 other laws, or the issue may be referred to the appropriate federal agency for further compliance  
 24 action and enforcement of Subparagraph 9.4 et seq.

25 ~~8.4.2~~9.4.2 CONTRACTOR shall provide any and all clients desirous of filing  
 26 a formal complaint any and all information as appropriate:

27 ~~8.4.2.1~~9.4.2.1 Pamphlet: “Your Rights Under California Welfare  
 28 Programs” (PUB 13)

1 ~~8.4.2.2~~ 9.4.2.2 Discrimination Complaint Form

2 ~~8.4.2.3~~ 9.4.2.3 Civil Rights Contacts:

3 County Civil Rights Contact:

4 Orange County Social Services Agency

5 Program Integrity

6 Attn: Civil Rights Coordinator

7 P.O. Box 22001

8 Santa Ana, CA 92702-2001

9 Telephone: (714) 438-8877

10 State Civil Rights Contact:

11 California Department of Social Services

12 Civil Rights Bureau

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

14 Sacramento, CA 94244-2430

15 Federal Civil Rights Contact:

16 U.S. Department of Health and Human Services

17 Office of Civil Rights

18 50 U.N. Plaza, Room 322

19 San Francisco, CA 94102

20 9.4.3 The following websites provide Civil Rights information, publications  
21 and/or forms:

22 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>  
23 .pdf (*Pub 470 - Your rights Under Adult Protective Services*)

24 9.4.3.2 [http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-](http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program)  
25 [Rights-Under-California-Welfare-Program](http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program) (*Pub 13 – Your Rights Under California Welfare*  
26 *Programs*)

27 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>  
28 (*SSA Contractor and Vendor Compliance page*)

9.10. NOTICES

~~9.10.1~~ All notices, requests, claims, correspondence, reports, ~~and/or~~ statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

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

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

~~9.210.2~~ 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. ~~ADMINISTRATOR and CONTRACTOR~~ The parties each may mutually agree designate by written notice from time to time, in writing to the manner aforesaid, any change in the addresses address to which notices ~~are~~ must be sent.

~~10.11.~~ 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.

~~11.12.~~ INDEMNIFICATION

~~11.12.1~~ CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board

1 (“COUNTY INDEMNITEES”) harmless from any claims, demands, or liability of any kind or  
 2 nature, including, but not limited to, personal injury or property damage arising from or related to  
 3 the services, products, or other performance provided by CONTRACTOR pursuant to this  
 4 Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of  
 5 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY  
 6 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as  
 7 determined by the court. Neither party shall request a jury apportionment.

8 ~~12.13.~~ 13. INSURANCE

9 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
 10 purchase all required insurance at CONTRACTOR’s expense ~~and to deposit with~~  
 11 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,  
 12 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied  
 13 with, ~~and~~ CONTRACTOR agrees to keep such insurance coverage ~~and the certificates therefore,~~  
 14 Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire  
 15 term of this Agreement. ~~CONTRACTOR~~ In addition, all subcontractors performing work on  
 16 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same  
 17 terms and conditions as set forth herein for CONTRACTOR.

18 ~~12.13.2~~ 13.2 CONTRACTOR shall ensure that all subcontractors performing work on  
 19 behalf of ~~Contractor~~ CONTRACTOR pursuant to this ~~agreement~~ Agreement shall be covered under  
 20 ~~Contractor’s~~ CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject  
 21 to the same terms and conditions as set forth herein for ~~Contractor. Contractor~~ CONTRACTOR.  
 22 CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level  
 23 of coverage required by ~~County~~ COUNTY from ~~Contractor~~ CONTRACTOR under this  
 24 ~~agreement~~ Agreement. It is the obligation of ~~Contractor~~ CONTRACTOR to provide notice of the  
 25 insurance requirements to every subcontractor and to receive proof of insurance prior to allowing  
 26 any subcontractor to begin work. Such proof of insurance must be maintained by  
 27 ~~Contractor~~ CONTRACTOR through the entirety of this ~~agreement~~ Agreement for inspection by  
 28 ~~County~~ COUNTY representative(s) at any reasonable time.



~~12.2~~ CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

~~12.3~~ 13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~ in an amount in excess of \$25 fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile liability)~~) shall specifically be approved by the ~~County Executive Office (CEO)/Office of COUNTY's Risk Management~~ Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

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

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

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

~~12.4~~ 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

~~12.5~~ 13.5 Qualified Insurer:

~~12.5.1~~ 13.5.1 The policy or policies of insurance ~~required herein~~ must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size

1 Category as determined by the most current edition of the Best's Key Rating Guide/Property-  
 2 Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be  
 3 licensed to do business in the state of California (California Admitted Carrier).

4 ~~12.6~~13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
 5 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
 6 the company's performance and financial ~~rating~~ratings.

7 ~~12.7~~13.7 The policy or policies of insurance maintained by CONTRACTOR shall  
 8 provide the minimum limits and coverage as set forth below:

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

17  
 18 ~~12.8~~13.8 Required Coverage Forms:

19 13.8.1 Commercial General Liability coverage shall be written on Insurance  
 20 Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as  
 21 broad.

22 ~~12.9~~13.9 Required Endorsements:

23 ~~12.9.1~~13.9.1 Commercial General Liability policy shall contain the following  
 24 endorsements, which shall accompany the Certificate of Insurance:

25 ~~12.9.1.1~~13.9.1.1 An Additional Insured endorsement using ISO form  
 26 CG ~~2010 or CG 2033~~20 26 04 13, or a form at least as broad, naming the County of Orange, its  
 27 elected and appointed officials, officers, agents and employees, ~~agents~~ as Additional Insureds or  
 28 provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

1 ~~12.9.1.2~~13.9.1.2 A primary non-contributing endorsement using ISO  
 2 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is  
 3 primary and any insurance or self-insurance maintained by the County of Orange shall be excess  
 4 and non-contributing.

5 ~~12.9.2~~13.9.2 The Network Security and Privacy Liability policy shall contain the  
 6 following: endorsements which shall accompany the Certificate of Insurance.

7 ~~12.9.2.1~~13.9.2.1 An Additional Insured endorsement naming the  
 8 County of Orange, its elected and appointed officials, ~~officer~~officers, agents and employees as  
 9 Additional Insureds for its vicarious liability.

10 ~~12.9.2.2~~13.9.2.2 A primary and non-contributing endorsement  
 11 evidencing that the ~~Contractor's~~CONTRACTOR's insurance is primary and any insurance or self-  
 12 insurance maintained by the County of Orange shall be excess and non-~~Contributing~~contributing.

13 ~~12.10~~13.10 All insurance policies required by this Agreement shall waive all rights of  
 14 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
 15 employees when acting within the scope of their appointment or employment.

16 ~~12.11~~13.11 CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30)  
 17 days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy  
 18 of the cancellation notice to ~~County~~COUNTY. Failure to provide written notice of cancellation  
 19 may constitute a material breach of the contract, upon which the ~~County~~COUNTY may suspend  
 20 or terminate this Agreement.

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

24 ~~12.12~~13.13 The Commercial General Liability policy shall contain a severability of  
 25 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001  
 26 policy).

27 ~~12.13~~13.14 Insurance certificates should be mailed to COUNTY at the address  
 28 indicated in Paragraph 10 of this Agreement.

1           ~~12.14~~13.15 If CONTRACTOR fails to provide the insurance certificates and  
 2 endorsements within seven (7) days of notification by CEO/County Procurement Office or  
 3 ADMINISTRATOR, award may be made to the next qualified proponent.

4           ~~12.15~~13.16 COUNTY expressly retains the right to require CONTRACTOR to increase  
 5 or decrease insurance of any of the above insurance types throughout the term of this Agreement.  
 6 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
 7 appropriate to adequately protect COUNTY.

8           ~~12.16~~13.17 COUNTY shall notify CONTRACTOR in writing of changes in the  
 9 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of  
 10 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of  
 11 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,  
 12 and COUNTY shall be entitled to all legal remedies.

13           ~~12.17~~13.18 The procuring of such required policy or policies of insurance shall not be  
 14 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification  
 15 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage  
 16 and limits available from the insurer.

17 ~~13.14.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

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

25           ~~13.1~~14.2 Any accident or incident relating to services performed under this  
 26 Agreement ~~which~~that involves injury or property damage which may result in the filing of a claim  
 27 or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within~~  
 28 ~~twenty four (24) hours of occurrence.~~

1           ~~13.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from  
 2 or ~~related~~relating to services performed by CONTRACTOR under this Agreement. ~~Such report~~  
 3 ~~shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

4           ~~13.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
 5 property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~  
 6 ~~occurrence.~~

7           14.5 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of  
 8 COUNTY property, monies, or securities entrusted to CONTRACTOR under the term of this  
 9 Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~  
 10 ~~occurrence~~

11           ~~13.4~~14.6 Any Notice of Contract Breach, or equivalent, received from any entity for  
 12 whom CONTRACTOR is providing the same or similar services, under a written agreement,  
 13 regardless of service location or jurisdiction.

#### 14 ~~14.~~15. CONFLICT OF INTEREST

15           ~~14.1~~15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any  
 16 actions or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY.~~  
 17 ~~This.~~ In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's  
 18 employees, agents, ~~relatives, and~~ subcontractors, and third parties associated with ~~accomplishing~~  
 19 the ~~work hereunder.~~ provision of goods and services provided under this Agreement. The  
 20 CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to~~  
 21 ~~prevent~~ rules and procedures preventing its employees ~~or,~~ agents, and subcontractors from ~~making,~~  
 22 ~~receiving,~~ providing, or offering gifts, entertainment, payments, loans, or other considerations  
 23 which could be deemed to influence or appear to influence ~~individuals to act contrary to~~ COUNTY  
 24 staff or elected officers in the best interests performance of COUNTY their duties.

25           15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
 26 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
 27 Agreement performance. While CONTRACTOR will be required to provide this information  
 28 without prompting from COUNTY any time there is a change regarding conflict of interest,

CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

~~15.~~16. ANTI-PROSELYTISM PROVISION

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

~~16.~~17. SUPPLANTING GOVERNMENT FUNDS

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

~~17.~~18. BREACH SANCTIONS

~~17.1~~18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

~~17.1.1~~18.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

~~17.1.2~~18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

~~17.1.3~~18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

~~17.2~~18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action

1 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

2 ~~18.19.~~ PAYMENTS

3 ~~18.1~~ 19.1 Allowable Costs and Usage:

4 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
 5 in arrears, ~~in accordance with the compensation structure outlined in Paragraph 19.1.1~~ 10 ~~of~~  
 6 ~~Exhibit A~~ of this Agreement, for each referral subject to any exclusions or limitations specified in  
 7 Exhibit A. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this  
 8 Agreement. CONTRACTOR agrees to supply the services at the unit price listed ~~stated is~~  
 9 ~~Subparagraphs 18.1.1 through 18.1.3 of this Agreement, above,~~ regardless of the number of  
 10 referrals from COUNTY.

11 ~~18.1.1~~ 19.1.1 For the period of July 1, 2016~~9~~ through June 30, 2017~~20~~, COUNTY  
 12 shall pay CONTRACTOR, monthly in arrears, a rate of \$~~52.00~~ 55.00 per patch applied with a  
 13 Pharmchek® Overlay, removed, submitted for analysis, and reported on the laboratory's website.

14 ~~18.1.2~~ 19.1.2 ~~For the period of July 1, 2017 through June 30, 2018, COUNTY~~  
 15 ~~shall pay CONTRACTOR, monthly in arrears, a rate of \$53.00 per patch applied with a~~  
 16 ~~Pharmchek® Overlay, removed, submitted for analysis, and reported on the laboratory's website.~~

17 ~~18.1.3~~ 19.1.3 ~~For the period of July 1, 2018 through June 30, 2019, COUNTY~~  
 18 ~~shall pay CONTRACTOR, monthly in arrears, a rate of \$54.00 per patch applied with a~~  
 19 ~~Pharmchek® Overlay, removed, submitted for analysis, and reported on the laboratory's website.~~

20 ~~18.2~~ 19.2 No payments will be made for the following:

21 ~~18.2.1~~ 19.2.1 ~~Program development prior to or after Agreement implementation,~~  
 22 ~~including costs for preparation of invoices and/or monthly statistical reports.~~

23 ~~18.2.2~~ Administrative and personnel costs.

24 ~~18.2.3~~ 19.2.2 ~~Materials to complete drug patch testing, including but not limited~~  
 25 ~~to the drug patch, chain-of-custody forms, alcohol wipes, specimen bags, single-use plastic~~  
 26 ~~tweezers, disposable plastic gloves, transport bags, mailers and postage fee.~~

27 ~~18.2.4~~ Drug patches applied but not removed due to client's failure to return for  
 28 patch removal.

1 ~~18.2.5~~19.2.3 Drug patches applied and removed but not received by the  
2 laboratory due to being lost en route to the laboratory.

3 ~~18.2.6~~19.2.4 Drug patches applied but not removed within a maximum of ten (10)  
4 calendar days, regardless of the reason the patch was not removed.

5 ~~18.2.7~~ Drug patches received by the laboratory for testing but rejected for testing  
6 by the laboratory due to an observed irregularity (i.e., fatal flaw in chain-of-custody procedure,  
7 improper sealing of the seal on the specimen bag, missing signature of either the collector or the  
8 donor, etc.).

9 ~~18.2.8~~ Preparation, participation, or other activities related to Utilization Reviews.

10 ~~18.2.9~~ Time spent in Orange County Juvenile Court pursuant to a subpoena.

11 ~~18.3~~ Any fee other than the fees referenced in Subparagraphs 18.1.1 through 18.1.3.

12 ~~18.4~~19.3 Claims

13 ~~18.4.1~~19.3.1 CONTRACTOR shall submit monthly claims to be received by  
14 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
15 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
16 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
17 holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday,  
18 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
19 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

20 ~~18.4.2~~19.3.2 All claims must be submitted on a form approved by  
21 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
22 source documents with the monthly claim, including, inter alia, a monthly statement of services,  
23 general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving  
24 records, some of which may be required to be copied. Source documents that CONTRACTOR  
25 must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller.  
26 CONTRACTOR shall retain all financial records in accordance with Paragraph 23 ~~(Records,~~  
27 ~~Inspections, and Audits)~~ of this Agreement.

28 ~~18.4.3~~19.3.3 Payments should be released by COUNTY within a reasonable time



1 period of approximately thirty (30) days after receipt of a correctly completed claim form and  
2 required supporting documentation.

3 ~~18.4.4~~19.3.4 Year-End and Final Claims

4 ~~18.4.4.1~~19.3.4.1 ~~During each COUNTY fiscal year, July 1 through~~  
5 ~~June 30, covered under the term of this Agreement,~~ COUNTY may establish two (2) billing periods  
6 (June 1<sup>st</sup> 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  
7 COUNTY's fiscal year-end close process, which shall require CONTRACTOR submit separate  
8 invoice claims for each billing period. In the event COUNTY determines a need for the two (2)  
9 billing periods ~~during any or all COUNTY fiscal years,~~ COUNTY will provide written notification  
10 to CONTRACTOR by the 15<sup>th</sup> of May ~~of each corresponding fiscal year,~~ which will inform  
11 CONTRACTOR of applicable invoice claim deadlines.

12 ~~18.4.4.2~~19.3.4.2 ~~CONTRACTOR shall submit a final claim for each~~  
13 ~~COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement as stated~~  
14 ~~in Paragraph 1,~~ by no later than August 30<sup>th</sup> ~~of each corresponding COUNTY fiscal year.~~30, 2019.  
15 Claims received after August 30<sup>th</sup> ~~of each corresponding COUNTY fiscal year~~ may, at  
16 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the  
17 date upon which the final claim ~~per each COUNTY fiscal year~~ must be received, upon written  
18 notice to CONTRACTOR.

19 ~~18.4.4.3~~19.3.4.3 ~~The basis for final settlement shall be the actual~~  
20 ~~allowable costs as defined in Title 45 CFR and 48 CFS Section 31.2-CFR, Part 230, incurred and~~  
21 ~~paid by CONTRACTOR pursuant to this Agreement;~~ incurred and paid by CONTRACTOR  
22 pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the  
23 event that any overpayment has been made, COUNTY may offset the amount of the overpayment  
24 against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR  
25 shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing  
26 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has  
27 been made.

28 ~~19.20.~~ OVERPAYMENTS

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

### 13 ~~20.~~21. OUTSTANDING DEBT

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

### 17 ~~21.~~22. FINAL REPORT

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

### 23 ~~22.~~23. RECORDS, INSPECTIONS, AND AUDITS

#### 24 ~~22.~~23.1 Financial Records:

25 ~~22.1.~~23.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
 26 financial records. Financial records shall be retained by CONTRACTOR, for a minimum of five  
 27 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
 28 State, and ~~Federal~~federal audits are completed, whichever is later.

1 ~~22.1.2~~23.1.2 CONTRACTOR shall establish and maintain reasonable  
 2 accounting, internal control, and financial reporting standards in conformity with generally  
 3 accepted accounting principles established by the American Institute of Certified Public  
 4 Accountants and to the satisfaction of ADMINISTRATOR.

5 ~~22.2.2~~23.2 Client Records:

6 ~~22.2.1~~23.2.1 CONTRACTOR shall prepare and maintain accurate and complete  
 7 records of clients served and dates and type of services provided under the terms of this Agreement  
 8 in a form acceptable to ADMINISTRATOR.

9 ~~22.2.2~~23.2.2 ~~All client records related to services~~CONTRACTOR shall keep all  
 10 COUNTY data provided ~~under to~~CONTRACTOR during the ~~term~~term(s) of this Agreement ~~shall~~  
 11 ~~be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment  
 12 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are  
 13 completed, whichever is later. These records shall be stored in Orange County, unless  
 14 CONTRACTOR requests and COUNTY provides written approval for the right to store the  
 15 records in another county. Notwithstanding anything to the contrary, upon termination of this  
 16 Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data  
 17 to COUNTY in accordance with Subparagraph 39.2.

18 ~~22.2.3~~23.2.3 COUNTY may refuse payment for a claim if client records are  
 19 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined  
 20 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment  
 21 as an overpayment within the provisions of this Agreement.

22 ~~22.3~~23.3 Public Records:

23 ~~With To the exception of client records or other records referenced in Paragraph 28,~~  
 24 ~~entitled Confidentiality~~extent permissible under the law, all records, including, but not limited to,  
 25 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may  
 26 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

27 ~~22.4~~23.4 Inspections and Audits:

28 ~~22.4.1~~23.4.1 The U.S. Department of Health and Human Services, Comptroller

1 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,  
 2 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized  
 3 representatives, shall have access to any books, documents, papers, and records, including medical  
 4 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement  
 5 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right  
 6 at all reasonable times to inspect or otherwise evaluate the work performed or being performed  
 7 under this Agreement and the premises in which it is being performed.

8 ~~22.4.2~~23.4.2 CONTRACTOR shall make its books and ~~financial~~ records  
 9 available within the borders of Orange County within ten (10) days of receipt of written demand  
 10 by ADMINISTRATOR.

11 ~~22.4.3~~23.4.3 In the event CONTRACTOR does not make available its books and  
 12 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
 13 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
 14 obtain CONTRACTOR's books and ~~financial~~ records.

15 ~~22.4.4~~23.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
 16 COUNTY's liability to the State or Federal Government or any agency thereof resulting from any  
 17 disallowances or other audit exceptions to the extent that such liability is attributable to  
 18 CONTRACTOR's failure to perform under this Agreement.

19 ~~22.5~~23.5 Evaluation Studies

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

23 ~~23.24.~~ PERSONNEL DISCLOSURE

24 ~~23.1~~24.1 This Paragraph 24 applies to all of CONTRACTOR's personnel providing  
 25 services through this Agreement, paid and unpaid, (hereinafter referred to as "Personnel").

26 ~~23.2~~24.2 CONTRACTOR shall make available to ADMINISTRATOR a current list  
 27 of all ~~p~~Personnel providing services hereunder, including résumés and job applications. Changes  
 28 to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a

1 résumé and/or job application. The list shall include:

2 ~~23.2.1~~24.2.1 Names and dates of birth of all ~~full or part-time p~~Personnel by title,  
3 ~~including volunteer personnel,~~ whose direct services are required to provide the programs  
4 described herein;

5 ~~23.2.2~~24.2.2 A brief description of the functions of each position and the hours  
6 each person works each week, or for part-time ~~p~~Personnel, each day or month, as appropriate;

7 ~~23.2.3~~24.2.3 The professional degree, if applicable, and experience required for  
8 each position; and

9 ~~23.2.4~~24.2.4 The language skill, if applicable, for all ~~p~~Personnel.

10 ~~23.3~~24.3 Where authorized by law, ~~CONTRACTOR's employment applications and~~  
11 ~~in a manner consistent with California Government Code §12952, CONTRACTOR~~ shall require  
12 ~~applicants~~prospective Personnel~~employees~~ to provide detailed information regarding the  
13 conviction of a crime, by any court, for offenses other than minor traffic offenses. Information ~~not~~  
14 ~~disclosed in the employment application~~ discovered subsequent to the hiring or promotion of any  
15 ~~applicant~~prospective Personnel~~employee~~ shall be cause for termination ~~of that employee~~ from the  
16 performance of services under this Agreement.

17 ~~23.4~~24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
18 COUNTY, a clearance on the following public websites of the names and dates of birth for all  
19 ~~employees and/or volunteers~~Personnel who will have direct, interactive contact with clients served  
20 through this Agreement: U.S. Department of Justice National Sex Offender Website  
21 ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

22 ~~23.5~~24.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
23 COUNTY, a criminal record background check on all Personnel ~~employees (direct service and~~  
24 ~~administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-~~  
25 ~~kind staff, etc.)~~ who will have direct, interactive contact with clients served through this  
26 Agreement. Background checks conducted through the California Department of Justice shall  
27 include a check of the California Central Child Abuse Index, when applicable. Candidates will  
28 satisfy background checks consistent with this Paragraph and their performance of services under

1 this Agreement.

2 24.6 CONTRACTOR shall ensure that clearances and background checks described in  
 3 Subparagraphs 24.4 and 24.5 are completed prior to CONTRACTOR's Personnel providing  
 4 services under this Agreement.

5 ~~23.6~~24.7 In the event a record is revealed through the processes described in  
 6 Subparagraphs 24.4 and 24.5, COUNTY will be available to consult with CONTRACTOR on  
 7 appropriateness of ~~p~~Personnel providing services through this Agreement.

8 ~~23.7~~24.8 CONTRACTOR warrants that all Personnel ~~persons employed or otherwise~~  
 9 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work  
 10 records and/or reference checks indicating their ability to perform the required duties and accept  
 11 the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain  
 12 records of background investigations and reference checks undertaken and coordinated by  
 13 CONTRACTOR for Personnel ~~each employee and/or volunteer~~ assigned to provide services under  
 14 this Agreement, for a minimum of five (5) years from the date of final payment under this  
 15 Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed,  
 16 whichever is later, in compliance with all applicable laws.

17 ~~23.8~~24.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning  
 18 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
 19 Personnel ~~paid employee and/or volunteer staff~~ performing services under this Agreement, when  
 20 such information becomes known to CONTRACTOR. ADMINISTRATOR may determine  
 21 whether such ~~employee and/or volunteer~~ Personnel may continue to provide services under this  
 22 Agreement and shall provide notice of such determination to CONTRACTOR in writing.  
 23 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a  
 24 material breach of this Agreement, pursuant to Paragraph 18 above.

25 ~~23.9~~24.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
 26 ~~staff~~ Personnel performing work hereunder, and any proposed changes in CONTRACTOR's  
 27 Personnel staff.

28 ~~23.10~~24.11 COUNTY shall have the right to require CONTRACTOR to remove any

1 ~~employee~~-Personnel from the performance of services under this Agreement. At the request of  
 2 COUNTY, CONTRACTOR shall immediately replace said ~~p~~Personnel.

3 ~~23.11~~24.12 -CONTRACTOR shall notify COUNTY immediately when ~~staff~~-Personnel  
 4 is terminated for cause from working on this Agreement.

5 ~~23.12~~24.13 Disqualification, if any, of CONTRACTOR ~~staff~~-Personnel, pursuant to  
 6 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all work in  
 7 accordance with the terms and conditions of this Agreement.

8 ~~24.~~25. EMPLOYMENT ELIGIBILITY VERIFICATION

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

23 ~~25.~~26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

24 ~~26.1~~ In order to comply-CONTRACTOR certifies it is in full compliance with ~~child~~  
 25 ~~support enforcement~~all applicable federal and State reporting requirements of regarding its  
 26 employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of  
 27 Assignments and will continue to be in compliance throughout the term of the Agreement with the  
 28 County of Orange. Failure to comply shall constitute a material breach of the Agreement and

1 failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall  
2 constitute grounds for termination of the Agreement.

3 ~~25.1.2~~ 26.2 In the case of an individual contractor or contractor doing business in a form  
4 other than an individual, CONTRACTOR agrees to furnish ~~to~~ ADMINISTRATOR within thirty  
5 (30) days of the award of this Agreement:

6 ~~25.1.1~~ 26.2.1 ~~in the case of an individual contractor, his~~ His/her name, date of  
7 birth, Social Security number, and residence ~~address~~; or

8 ~~25.1.2~~ 26.2.2 ~~in~~ In the case of a contractor doing business in a form other than as  
9 an individual, the name, date of birth, Social Security number, and residence address of each  
10 individual who owns an interest of ten percent (10%) or more in the contracting entity;

11 ~~(a) a certification that CONTRACTOR has fully complied with all applicable Federal~~  
12 ~~and State reporting requirements regarding its employees; and~~

13 ~~(b) a certification that CONTRACTOR has fully complied with all lawfully served~~  
14 ~~Wage and Earnings Assignment Orders and Notices of Assignment, and will~~  
15 ~~continue to so comply.~~

16 ~~25.2 The failure of CONTRACTOR to timely submit the data or certifications required~~  
17 ~~by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting~~  
18 ~~requirements for child support enforcement or to comply with all lawfully served Wage and~~  
19 ~~Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this~~  
20 ~~Agreement, and failure to cure such breach within sixty (60) calendar days of notice from~~  
21 ~~COUNTY shall constitute grounds for termination of this Agreement.~~

22 ~~25.3~~ 26.3 It is expressly understood that this data will be transmitted to governmental  
23 agencies charged with the establishment and enforcement of child support orders, and for no other  
24 purpose.

25 ~~26.~~ 27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

26 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
27 that all employees, ~~volunteers, consultants, or agents~~ agents, subcontractors, and all other  
28 individuals performing services under this Agreement report child abuse or neglect to one of the



1 agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined  
 2 in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630.  
 3 CONTRACTOR shall require such ~~employee, volunteer, consultant or agent~~ employees, agents,  
 4 subcontractors, and all other individuals performing services under this Agreement to sign a  
 5 statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
 6 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
 7 forth in Section 15630 of the WIC, and ~~will~~ shall comply with the provisions of these code sections,  
 8 as they now exist or as they may hereafter be amended.

9 27.28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
 10 LAW

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

15 28.29. CONFIDENTIALITY

16 28.129.1 CONTRACTOR agrees to maintain the confidentiality of its records  
 17 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other  
 18 provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality,  
 19 as each may now exist or be hereafter amended.

20 28.229.2 All records and information concerning any and all persons referred to  
 21 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
 22 by CONTRACTOR, ~~and~~ and CONTRACTOR's ~~staff~~ employees, agents, ~~employees~~ subcontractors,  
 23 ~~and volunteers~~ all other individuals performing services under this Agreement. CONTRACTOR  
 24 shall require all of its employees, agents, subcontractors, ~~and volunteer staff who may provide~~ all  
 25 other individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an  
 26 agreement with CONTRACTOR before commencing the provision of any such services, agreeing  
 27 to maintain ~~the confidentiality of any and all materials~~ pursuant to State and ~~information with which~~  
 28 ~~they may come into contact, or the identities or any identifying characteristics or information with~~

1 ~~respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be~~  
 2 ~~required to provide services under this Agreement or to those specified in federal law and the terms~~  
 3 ~~of this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during~~  
 4 ~~such audit. CONTRACTOR shall comply with any audits specified in Paragraph 22, provide~~  
 5 ~~reports and any other information required by COUNTY in the administration of this Agreement,~~  
 6 ~~and as otherwise permitted by law.~~

7 ~~28.3~~29.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,  
 8 ~~volunteers and partners~~and all other individuals performing services under this Agreement of this  
 9 provision and that any person violating the provisions of said ~~State~~California state law may be  
 10 guilty of a crime.

11 ~~28.4~~29.4 CONTRACTOR agrees that any and all subcontracts entered into shall be  
 12 subject to the confidentiality requirements of this Agreement.

13 ~~28.5~~29.5 CONTRACTOR agrees to maintain the confidentiality of its records with  
 14 respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes,  
 15 caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or  
 16 may hereafter be amended.

17 ~~28.5.1~~29.5.1 No access, disclosure, or release of information regarding a child  
 18 who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If  
 19 authorization is in doubt, no such information shall be released without the written approval of a  
 20 Judge of the Juvenile Court.

21 ~~28.5.2~~29.5.2 CONTRACTOR must receive prior written approval of the Juvenile  
 22 Court before allowing any child to be interviewed, photographed, or recorded by any publication  
 23 or organization, or to appear on any radio, television, or internet broadcast or make any other  
 24 public appearance. Such approval shall be requested through child's Social Worker.

## 25 30. SECURITY

### 26 30.1 Security Requirements

27 30.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
 28 COUNTY-related records and information pursuant to all statutory laws relating to privacy and

1 confidentiality that currently exists or exists at any time during the term of this Agreement.  
2 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
3 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
4 private and confidential client information, to protect against anticipated threats to the security or  
5 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or  
6 use of COUNTY data. Such safeguards and controls shall include at a minimum:

7 30.1.1.1 Storage of confidential paper files that ensures records are  
8 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

9 30.1.1.2 Control of access to physical and electronic records to ensure  
10 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
11 services.

12 30.1.1.3 Control to prevent unauthorized access and to prevent  
13 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

14 30.1.1.4 Firewall protection.

15 30.1.1.5 Use of encryption methods of electronic COUNTY data while  
16 in transit from CONTRACTOR networks to external networks, when applicable.

17 30.1.1.6 Measures to securely store all COUNTY data, including, but not  
18 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
19 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
20 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
21 the term of this Agreement administrative, technical, and physical safeguards and controls  
22 consistent with State and federal security requirements.

## 23 30.2 Security Breach Notification

24 30.2.1 CONTRACTOR shall have policies and procedures in place for the  
25 effective management of Security Breaches, as defined below. In the event of any actual,  
26 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
27 experiences or learns of that either compromises or could reasonably be expected to compromise  
28 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security

1 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
2 notification, CONTRACTOR shall, at its own expense, immediately:

3 30.2.1.1 Investigate to determine the nature and extent of the Security  
4 Breach.

5 30.2.1.2 Contain the incident by taking necessary action, including, but  
6 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
7 security.

8 30.2.1.3 Report to COUNTY the nature of the Security Breach, the  
9 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
10 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
11 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
12 take to prevent future similar unauthorized use or disclosure.

13 30.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
14 determine what actions are necessary in response to the Security Breach and who will perform  
15 these actions. Actions may include, but are not limited to: notifications; investigation and  
16 remediation costs, including notification of all whose personal information was disclosed; outside  
17 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
18 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
19 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
20 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
21 required actions.

22 ~~29~~.31. COPYRIGHT ACCESS

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

26 ~~30~~.32. WAIVER

27 No delay or omission by either party hereto to exercise any right or power accruing upon  
28 any noncompliance or default by the other party with respect to any of the terms of this Agreement

1 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of  
 2 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other  
 3 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,  
 4 condition, or agreement herein contained.

5 ~~31.~~33. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

11 33.2 ~~CONTRACTOR, concerning the services provided under~~ may develop and publish  
 12 information related to this Agreement ~~shall state~~where all of the following conditions are satisfied:

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

16 ~~31.1.~~33.2.2 Unless directed otherwise by ADMINISTRATOR, the information  
 17 includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~County, State,  
 18 and Federal ~~government~~Government funds.;

19 ~~31.2~~ CONTRACTOR shall not disclose any details in connection with this Agreement  
 20 to any person or entity except as may be otherwise provided hereunder or required by law.  
 21 However, in recognizing CONTRACTOR's need to identify its services and related clients to  
 22 sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this  
 23 Agreement within the following conditions:

24 ~~31.2.1~~ CONTRACTOR shall develop all publicity material in a professional  
 25 manner; and

26 ~~31.2.2~~ During the term of this Agreement, CONTRACTOR shall not, and shall not  
 27 authorize another to, publish or disseminate any commercial advertisements, press releases, feature  
 28 articles, or other materials using the name of COUNTY without the prior written consent of

1 ~~COUNTY. COUNTY shall not unreasonably withhold written consent.~~

2 ##

3 ~~32. COUNTY RESPONSIBILITIES~~

4 ~~ADMINISTRATOR will provide consultation and technical assistance, and will monitor~~  
5 ~~performance of CONTRACTOR in meeting the terms of this Agreement.~~

6 ~~33. REFERRALS~~

7 ~~33.1 CONTRACTOR shall provide services to individuals referred by~~  
8 ~~ADMINISTRATOR.~~

9 33.2.3 The information does not give the appearance that the COUNTY, its  
10 officers, employees, or agencies endorse:

11 33.2.3.1 Any commercial product or service; and

12 33.2.3.2 Any product or service provided by CONTRACTOR, unless  
13 approved in writing by ADMINISTRATOR; and

14 33.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
15 or other publicly available social media sites) to publish information related to this Agreement,  
16 CONTRACTOR shall develop social media policies and procedures and have them available to  
17 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
18 and Procedures as they pertain to any social media developed in support of the services described  
19 within this Agreement. The policy is available on the Internet at  
20 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

21 34. REPORTS

22 34.1 CONTRACTOR shall provide information deemed necessary by  
23 ADMINISTRATOR to complete any State-required reports related to the services provided under  
24 this Agreement.

25 34.2 CONTRACTOR shall maintain records and submit reports containing such data  
26 and information regarding the performance of CONTRACTOR's services, costs, or other data  
27 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
28 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon

1 written notice to CONTRACTOR.

2 35. ENERGY EFFICIENCY STANDARDS

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

5 36. ENVIRONMENTAL PROTECTION STANDARDS

6 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401  
7 et seq.], ~~Section 508 of~~ the Clean Water Act (Title 33 USC Section ~~1368~~ 1251 et seq.), Executive  
8 Order 11738 and Environmental Protection Agency, hereinafter referred to as “EPA,” regulations  
9 (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations,  
10 CONTRACTOR assures that:

11 36.1 No facility to be utilized in the performance of the proposed grant has been listed  
12 on the EPA List of Violating Facilities;

13 36.2 It will notify COUNTY prior to award of the receipt of any communication from  
14 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
15 grant is under consideration to be listed on the EPA List of Violating Facilities; and

16 36.3 It will notify COUNTY and EPA about any known violation of the above laws and  
17 regulations.

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

20 37.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
21 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
22 by the ~~OMB~~ Office of Management and Budget (OMB) and published in the Federal Register dated  
23 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
24 is mutually understood that any contract which utilizes ~~Federal~~ federal monies in excess of  
25 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided  
26 by ADMINISTRATOR that cites the following:

27 37.1.1 ~~A.~~ —The definitions and prohibitions contained in the clause at Federal  
28 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal

1 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~  
2 ~~(B)~~Subparagraph B of this certification.

3 37.1.2 ~~B.~~—The offeror, by signing its offer, hereby certifies to the best of his or  
4 her knowledge and belief as of December 23, 1989, that

5 37.1.2.1 No ~~Federal~~federal appropriated funds have been paid or will be  
6 paid to any person for influencing or attempting to influence an officer or employee of any agency,  
7 a Member of Congress, an officer or employee of Congress, or an employee of a Member of  
8 Congress on his or her behalf in connection with the awarding of any ~~Federal~~federal contract, the  
9 making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan, the entering into of  
10 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification  
11 of any ~~Federal~~federal contract, grant, loan or cooperative agreement;

12 37.1.2.2 If any funds other than ~~Federal~~federal appropriated funds  
13 (including profit or fee received under a covered ~~Federal~~federal transaction) have been paid, or  
14 will be paid, to any person for influencing or attempting to influence an officer or employee of any  
15 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member  
16 of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and  
17 submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the  
18 Contracting Officer; and

19 37.1.2.3 He or she will include the language of this certification in all  
20 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
21 \$100,000 shall certify and disclose accordingly.

22 37.1.3 ~~C.~~—Submission of this certification and disclosure is a prerequisite for  
23 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who  
24 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure  
25 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than  
26 \$10,000, and not more than \$100,000, for each such failure.

27 38. POLITICAL ACTIVITY

28 CONTRACTOR agrees that the funds provided herein shall not be used to promote,



1 directly or indirectly, any political party, political candidate, or political activity, except as  
2 permitted by law.

3 39. TERMINATION PROVISIONS

4 39.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
5 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
6 shall be deemed served on the date of mailing. Cause shall include, but not be defined as limited,  
7 to any breach of contract, any partial misrepresentation ~~or~~ whether negligent or willful, fraud on  
8 the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's  
9 reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to  
10 performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful  
11 or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the  
12 right to terminate this Agreement shall relieve COUNTY of all further obligations under this  
13 Agreement.

14 39.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days prior to the  
15 expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition  
16 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of  
17 service responsibilities, ~~active case records, and pertinent documents~~ case records, and pertinent  
18 documents. The Transition Period may be modified as agreed upon in writing by the parties.  
19 During the Transition Period, service and data access shall continue to be made available to  
20 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
21 transitioning all data in the format determined by COUNTY.

22 39.3 In the event of termination of this Agreement, cessation of business by  
23 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
24 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
25 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
26 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
27 Agreement.

28 ~~39.3~~ 39.4 The obligations of COUNTY under this Agreement are contingent upon the

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

10 ~~39.439.5~~ If any term, covenant, condition, or provision of this Agreement or the  
 11 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this  
 12 Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or  
 13 invalidated thereby.

#### 14 40. GOVERNING LAW AND VENUE

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

#### 22 41. SIGNATURE IN COUNTERPARTS

23 41.1 The parties agree that separate copies of this Agreement may be signed by each of  
 24 the parties, and this Agreement will have the same force and effect as if the original had been  
 25 signed by all the parties.

26 41.2 CONTRACTOR represents and warrants that the person executing this Agreement  
 27 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
 28 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all

1 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

2 ///

3 ///

4 ///

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

By: \_\_\_\_\_  
(NAME OF AUTHORIZED PERSON)  
(TITLE OF AUTHORIZED PERSON)  
(NAME OF PROVIDER)

By: \_\_\_\_\_  
DEBRA J. BAETZ  
DIRECTOR  
SOCIAL SERVICES AGENCY

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

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

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

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

FOR THE PROVISION OF DRUG PATCH TESTING SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to individuals referred by SSA. ~~Drug Patch Testing Services to all individuals, hereinafter referred to as~~ Individuals will hereinafter be referred to as “CLIENT/CLIENTS.”; referred by the 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; and dependent minors/Non-Minor Dependents (NMDs) with a history of substance abuse whose case plan includes required drug patch testing, or CLIENTS referred at the discretion of the ADMINISTRATOR.

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

2. GOALS, STRATEGIES AND OUTCOMES

2.1 CONTRACTOR shall contact each referred CLIENT within three (3) business days of receiving the referral to schedule an appointment for the CLIENT to begin drug patch testing services. CONTRACTOR shall make at least three (3) initial contact attempts and document all attempts to contact CLIENT.

2.2 CONTRACTOR shall make at least one (1) appointment reminder contact to remind CLIENT of drug patch application/removal appointments. Appointment reminder contacts

1 for removal appointment shall be made prior to the ninth (9<sup>th</sup>) or tenth (10<sup>th</sup>) day of patch wear.

2 ~~1.2~~

3 ~~2.3.~~ SERVICES

4 ~~2.13.1~~ CONTRACTOR shall provide services that are client-centered, client-friendly, and  
5 provided at locations accessible by public transportation.

6 ~~2.23.2~~ CONTRACTOR shall provide services ~~which are required under the terms of this~~  
7 ~~Agreement, to all Social Services Agency (SSA) clients referred by ADMINISTRATOR, in~~  
8 ~~accordance with the~~ clientCLIENT ~~referral procedures to be provided by ADMINISTRATOR.~~  
9 ~~Unless prior written authorization is granted by ADMINISTRATOR, all services under this~~  
10 ~~Agreement shall be provided during the hours and on days specified below, at CONTRACTOR's~~  
11 ~~place of business, as follows:~~

12 ~~<STREET>~~

13 ~~<CITY>, CA <ZIP>~~

14 ~~<HOURS OF OPERATION>~~

15 ~~2.33.3~~ CONTRACTOR shall be referred one (1) clientCLIENT per referral form ~~sent via~~  
16 ~~facsimile.~~ Services are authorized without a specified end date. Each referral service period is  
17 determined by the assigned social worker on a case-by-case basis. CONTRACTOR shall be  
18 provided a minimum of one (1) week's written notice for terminating a clientCLIENT's service.

19 ~~3.4~~ CONTRACTOR shall contact each referred CLIENT by telephone or send a letter  
20 ~~via first class mail to the address of the client provided by Administrator, within three (3) business~~  
21 ~~days of receiving the referral, to schedule an appointment for the clientCLIENT to begin drug~~  
22 ~~patch testing services. CONTRACTOR shall make and document at least three (3) initial contact~~  
23 ~~attempts.~~

24 ~~3.5~~ CONTRACTOR shall advise ~~assigned social worker~~ ADMINISTRATOR ~~by~~  
25 ~~telephone or letter,~~ within ten (10) calendar days of receiving the referral, if attempts to schedule  
26 an initial appointment for the clientCLIENT are not successful.

27 ~~2.4~~ CONTRACTOR shall maintain documentation of all attempted, failed, and/or  
28 successful contacts with clientsCLIENTS and assigned social workers.

1           ~~2.53.6~~ To enhance CLIENT compliance, CONTRACTOR may shall make at least one  
 2 (1) appointment reminder contact CLIENTS to offer reminders CLIENT of drug patch  
 3 application/removal appointments. Appointment reminder contacts shall be made before the ninth  
 4 (9<sup>th</sup>) or tenth (10<sup>th</sup>) day of patch wear.

5           ~~2.63.7~~ CONTRACTOR shall provide drug patch testing services by means of the  
 6 Pharmchek® Drug of Abuse Sweat Patch, herein referred to as “drug patch.” The drug patch  
 7 manufacturer, Pharmchem Laboratories, Inc., is herein referred to as “Pharmchem.”

8           ~~2.73.8~~ CONTRACTOR shall apply a Pharmchek® Overlay, a drug patch protective device  
 9 manufactured by Pharmchem that prevents excessive sweat from affecting the drug patch adhesive,  
 10 over ~~on top of~~ each applied drug patch to ensure avoid tampering with the drug patch. ~~does not~~  
 11 occur.

12           ~~2.83.9~~ CONTRACTOR shall collaborate with ADMINISTRATOR and Pharmchem to  
 13 establish a primary account number and a subaccount number that will be used exclusively for all  
 14 CLIENTS referred for drug patch testing.

15           ~~2.93.10~~ CONTRACTOR shall only use chain-of-custody forms that include  
 16 CONTRACTOR’s subaccount number as referenced in Subparagraph ~~2.72.10~~.

17           ~~2.103.11~~ CONTRACTOR shall affix a label ~~print each CLIENT’s name on to~~ the  
 18 chain-of-custody form printed with the CLIENT’s name exactly as it appears on the CLIENT’s  
 19 referral ~~in the following format: LAST, FIRST, MIDDLE INITIAL, DONOR NUMBER.~~ Each  
 20 CLIENT’s name must be printed, evenly spaced, in all capital block letters such as A-B-C-D-E-F-  
 21 G, etc., ~~or typed on a label and affixed to the chain-of-custody form.~~

22           ~~2.113.12~~ CONTRACTOR shall administer the drug patch to CLIENTS in strict  
 23 accordance with procedures established by Pharmchem and ~~must shall~~ refuse to administer tests  
 24 to CLIENTS who show up ~~at times not previously scheduled~~ without an appointment or are not  
 25 approved for drug patch testing services. Pharmchem’s procedures are included in ~~the Pharmchem~~  
 26 ~~Training Manual~~ their training manual, which is available on the Pharmchem website,  
 27 [www.pharmchem.com](http://www.pharmchem.com) [www.pharmchek.com](http://www.pharmchek.com).

28           ~~2.123.13~~ CONTRACTOR’s staff designated to administer the drug patch to the skin

1 of a CLIENT shall possess a current certification from Pharmchem.

2 ~~2.133.14~~ CONTRACTOR shall provide each CLIENT, ~~upon application of the~~  
3 ~~CLIENT's first drug patch, an instruction card~~ with ADMINISTRATOR provided guidelines in  
4 English and Spanish regarding the use of the drug patch and drug patch testing services  
5 requirements upon application of the CLIENT's first drug patch. ~~ADMINISTRATOR will provide~~  
6 ~~English and Spanish instruction cards guidelines in English and Spanish to CONTRACTOR for~~  
7 ~~CLIENTS.~~

8 ~~2.143.15~~ CONTRACTOR shall maintain safeguards established in writing by  
9 ADMINISTRATOR to ensure the confidentiality of CLIENTS and test results.

10 ~~2.153.16~~ CONTRACTOR shall only utilize a laboratory approved by Pharmchem for  
11 drug patch analysis.

12 ~~2.163.17~~ CONTRACTOR shall apply a new drug patch to the skin of referred  
13 CLIENTS on a weekly basis, typically one (1) drug patch every seven (7) to ten (10) calendar days  
14 as described in Subparagraph 3.18.

15 ~~2.173.18~~ CONTRACTOR shall apply ~~a Pharmchek® Overlay, a drug patch~~  
16 ~~protective device that prevents excessive sweat from affecting the drug patch adhesive, an overlay~~  
17 ~~on top over of~~ each newly applied drug patch, ~~and only remove.~~ ~~CLIENTS shall wear~~ the drug  
18 patch between the seventh (7<sup>th</sup>) and tenth (10<sup>th</sup>) for a minimum of seven (7) calendar days from  
19 application and a maximum of ten (10) calendar days. CONTRACTOR shall remove and ~~send~~  
20 submit the drug patch specimen to the approved laboratory for testing. CONTRACTOR shall not  
21 submit for analysis dDrug patches worn for a period longer than ten (10) calendar days, ~~must shall~~  
22 ~~not be submitted for analysis.~~

23 ~~2.183.19~~ CONTRACTOR ~~must shall~~ notify ~~the assigned social worker via~~  
24 ~~telephone~~ ADMINISTRATOR, within one (1) business day, if CONTRACTOR observes any  
25 irregularity when removing a ~~client~~ CLIENT's drug patch such as, but not limited to:

26 ~~2.18.13.19.1~~ Appearance of oOverlay and/or drug patch ~~appears to be~~  
27 ~~tampered with;~~

28 ~~2.18.23.19.2~~ Client returned for drug patch removal more than ten (10) calendar



1 days after it was applied; and

2 ~~2.18.33.19.3~~ Client reports the drug patch fell off.

3 ~~2.193.20~~ CONTRACTOR shall mail drug patch specimens, ~~at a minimum by First~~  
4 ~~Class~~ Priority or higher level of mail, to the laboratory within twenty-four (24) hours of removal,  
5 using mailing packages prepared by Pharmchem. If a drug patch is removed on a Saturday, it must  
6 be mailed to the laboratory no later than ~~the~~ by the end of the following Monday. If the date the  
7 specimen would normally be mailed coincides with a holiday observed by COUNTY per  
8 Subparagraph 3.2, of Exhibit A, the specimen must be mailed on the next day that postal service  
9 is available.

10 ~~3.21~~ SSAADMINISTRATOR ~~employees authorized to will~~ access ~~client~~ CLIENT  
11 records in the laboratory's ~~client~~ test result website, ~~shall and~~ retrieve, print, and distribute  
12 CLIENT test results. ~~for CLIENTS under primary and/or subaccount numbers referenced in~~  
13 ~~Subparagraph 2.7 above. CONTRACTOR shall not perform these duties described in this~~  
14 ~~paragraph 4.18 and shall not be compensated for such.~~

15 3.22 ADMINISTRATOR will advise CONTRACTOR in writing when an error  
16 pertaining to a CLIENT's test result record is identified on the laboratory's website. Errors may  
17 include, but are not limited to:

18 ~~2.19.13.22.1~~ Misspelling of a CLIENT's name;

19 ~~3.22.2~~ Inaccurate test date; and

20 ~~2.19.23.22.3~~ Test results posted to an incorrect account number.

21 ~~2.203.23~~ CONTRACTOR shall serve as a liaison between ADMINISTRATOR and  
22 the laboratory to ensure that any errors on the laboratory's ~~client~~ CLIENT test result website are  
23 corrected. ~~Errors may include but are not limited to:~~

24 ~~2.20.1~~ Misspelling of a client's name;

25 ~~2.20.2~~ Inaccurate test date; and

26 ~~2.20.3~~ Test results posted to an incorrect account number.

27 ~~2.213.24~~ ADMINISTRATOR will advise CONTRACTOR in writing when an error  
28 pertaining to a client's test result record is identified on the laboratory's website. ~~CONTRACTOR~~

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

3 ~~2.223.25~~ CONTRACTOR must shall complete a Special Incident Report, and notify  
4 ~~the assigned social worker or the Officer of the Day~~ ADMINISTRATOR immediately, ~~and must~~  
5 ~~complete a Special Incident Report (SIR),~~ in the event there is any incident of unusual, aggressive  
6 ,or high-risk behavior by a CLIENT, or if there are any injuries suffered by any party during the  
7 service delivery. CONTRACTOR ~~must~~ shall use the ~~SIR~~ Special Incident Report form provided  
8 by ADMINISTRATOR and submit the form within one (1) business day to ADMINISTRATOR.  
9 A copy of the ~~SIR~~ Special Incident Report ~~must~~ shall be retained in the CLIENT's file.

10 ~~2.23~~ ~~CONTRACTOR shall appear and testify at Juvenile Court hearings, when~~  
11 ~~subpoenaed.~~

#### 12 3.4. HOURS OF OPERATION

13 ~~3.14.1~~ CONTRACTOR shall provide services during hours that are responsive to the  
14 needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,  
15 CONTRACTOR shall provide services <DAYS>, from <HOURS>, except COUNTY holidays as  
16 established by the Orange County Board of Supervisors. However, CONTRACTOR is  
17 encouraged to provide the contracted services on holidays, whenever possible.

18 4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule  
19 which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday,  
20 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
21 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall  
22 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's  
23 holiday schedule and the hours listed in Subparagraph 4.1 of this Exhibit A. Any unauthorized  
24 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall  
25 not be reimbursed.

26 ~~3.24.3~~ CONTRACTOR shall provide ADMINISTRATOR notice in writing and by  
27 telephone as soon as possible when any facility listed in Paragraph 5 of Exhibit A will be closed  
28 or when hours of operation are modified, excluding the holiday closures referenced in

1 Subparagraph 3.2 of Exhibit A.

2 4.5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

3 In addition to providing the services described in Paragraph 3 of this Exhibit A,  
4 CONTRACTOR agrees to:

5 4.15.1 Appear and testify at Juvenile Court hearings, when subpoenaed or when requested  
6 by ADMINISTRATOR.

7 4.25.2 Attend training as presented or sponsored by ADMINISTRATOR.

8 ~~6.~~ ADMINISTRATOR RESPONSIBILITIES

9 ~~4.36.1~~ ADMINISTRATOR will provide consultation and technical assistance, and will  
10 monitor performance of CONTRACTOR in meeting the terms of this Agreement.

11 ~~5.7.~~ FACILITIES

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

- 14 <STREET>
- 15 <CITY>, CA <ZIP>
- 16 <HOURS OF OPERATION>
- 17 <DAYS OF OPERATION>

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

21 ~~6.8.~~ REPORTS

22 6.18.1 CONTRACTOR shall submit to ADMINISTRATOR, by the tenth (10<sup>th</sup>) calendar  
23 day of each month, a statistical report tracking services provided during the previous month. The  
24 report will include, but not be limited to:

25 ~~6.1.18.1.1~~ \_\_\_\_\_ Name and drug testing identification number of each ~~client~~ CLIENT  
26 served;

27 ~~6.1.28.1.2~~ \_\_\_\_\_ Date each billed drug patch was applied, removed, mailed to  
28 laboratory, and date the test result was posted to the laboratory's website, a designation as a  
positive or negative test result, and the service location;

~~6.1.3~~ 8.1.3 Number of unduplicated ~~clients~~ CLIENTS who reported for testing;

~~6.1.4~~ 8.1.4 Number of drug patches applied, removed, and successfully tested;

~~6.1.5~~ 8.1.5 Number of ~~times a~~ drug patches was applied but not sent to the laboratory and the reason why;

~~6.1.6~~ 8.1.6 Number of ~~times a~~ drug patches ~~was~~ rejected by the laboratory and the reason why;

~~6.1.7~~ 8.1.7 Number of drug patches applied at each service location; ~~and~~

8.1.8 Number of positive and negative test results posted to the laboratory's website;

8.1.9 List of year-to-date ~~Running list of~~ non-active CLIENTS; and

~~6.1.8~~ 8.1.10 List of year-to-date ~~Running list of~~ terminated CLIENTS.

~~6.2~~ ~~SSA may present or sponsor training and require CONTRACTOR to attend.~~

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

#### ~~7.9.~~ UTILIZATION REVIEW

~~7.19.1~~ CONTRACTOR and ADMINISTRATOR's designee shall meet upon ADMINISTRATOR's request at CONTRACTOR's facility at least semi-annually to review and evaluate a random selection of ~~client~~ CLIENT records. The review ~~shall~~ may include, but is not limited to, an evaluation of the completeness and appropriateness of services provided, documentation, and recordkeeping of service delivery. Records to be reviewed shall be randomly selected by ADMINISTRATOR. ~~CONTRACTOR shall have all records pertaining to clients at their facility at the scheduled time of each Utilization Review.~~

9.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 65 of this Exhibit A, with date and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

9.3 In the event CONTRACTOR, and ADMINISTRATOR,'s and COUNTY's

1 Children and Family Services Staff representatives and/or ADMINISTRATOR's designee are  
 2 unable to resolve differences of opinion regarding the necessity and appropriateness of services  
 3 and length of services, the dispute shall be submitted to ADMINISTRATOR's Director of  
 4 Children and Family Services for final resolution. Nothing in this subparagraph shall affect  
 5 COUNTY's termination rights under Paragraph 39 of this Agreement.

6 8.10. INVOICING

7 ~~8.10.1~~ CONTRACTOR shall submit a billing statement each month for all  
 8 ~~clients~~ CLIENTS for whom a drug patch was applied, ~~and~~ removed, analysis completed, and test  
 9 results posted to the laboratory's website. When analyses is completed and the test results are  
 10 posted to the laboratory's website the CONTRACTOR shall bill for the service. ~~When the drug~~  
 11 ~~patch is applied, removed, and mailed in one month, and the results are posted to the laboratory's~~  
 12 ~~website during the following month, the service shall be billed for the month in which the test~~  
 13 ~~result was initially posted to the laboratory's website.~~

14 ~~8.210.2~~ Monthly invoices shall include ~~the total number of all new or unduplicated~~  
 15 ~~test results posted to the laboratory's website~~ statistics, as requested ~~specified in Subparagraph~~  
 16 ~~7.16 of this Exhibit A, for a period of the first date of a single month~~ through the last date of the  
 17 same month.

18 ~~9.~~ COMPENSATION

19 ~~CONTRACTOR shall be paid at the following rate, as applicable, for actual time~~  
 20 ~~providing services, attending training(s)/meeting(s), and/or at Juvenile Court. Compensation has~~  
 21 ~~been established at a rate that includes, but is not limited to: all program development prior to or~~  
 22 ~~after Agreement implementation, including costs for preparation of invoices and/or monthly~~  
 23 ~~statistical reports; administrative and personnel costs; materials to complete drug patch testing (e.g.~~  
 24 ~~drug patch, chain of custody forms, alcohol wipes, specimen bags, single use plastic tweezers,~~  
 25 ~~disposable plastic gloves, transport bags, mailers and postage fees, etc.); costs for drug patches~~  
 26 ~~applied but not removed due to CLIENT's failure to return for patch removal; costs for drug~~  
 27 ~~patches applied and removed but not received by the laboratory due to being lost en route to the~~  
 28 ~~laboratory; costs for drug patches applied but not removed within a maximum of ten (10) calendar~~

1 ~~days, regardless of the reason the patch was not removed; and costs for drug patches received by~~  
2 ~~the laboratory for testing but rejected for testing by the laboratory due to an observed irregularity~~  
3 ~~(e.g. fatal flaw in chain of custody procedure, improper sealing of the seal on the specimen bag,~~  
4 ~~missing signature of either the collector or the donor, etc.). CONTRACTOR shall be paid monthly~~  
5 ~~in arrears, at the established rate at the time of the referral.~~

6 9.1.1— ~~For the period of July 1, 2016 through June 30, 2017, COUNTY shall pay~~  
7 ~~CONTRACTOR, monthly in arrears, a rate of \$52.00 per patch applied with a Pharmchek@~~  
8 ~~Overlay, removed, submitted for analysis, and reported on the laboratory's website.~~

9 9.1.2— ~~For the period of July 1, 2017 through June 30, 2018, COUNTY shall pay~~  
10 ~~CONTRACTOR, monthly in arrears, a rate of \$53.00 per patch applied with a Pharmchek@~~  
11 ~~Overlay, removed, submitted for analysis, and reported on the laboratory's website.~~

12 9.1.3— ~~For the period of July 1, 2018 through June 30, 2019, COUNTY shall pay~~  
13 ~~CONTRACTOR, monthly in arrears, a rate of \$54.00 per patch applied with a Pharmchek@~~  
14 ~~Overlay, removed, submitted for analysis, and reported on the laboratory's website.~~

15 9.2— ~~No payments will be made for the following:~~

16 9.2.1— ~~Program development prior to or after Agreement implementation,~~  
17 ~~including costs for preparation of invoices and/or monthly statistical reports.~~

18 9.2.2— ~~Administrative and personnel costs.~~

19 9.2.3— ~~Materials to complete drug patch testing, including but not limited to the~~  
20 ~~drug patch, chain of custody forms, alcohol wipes, specimen bags, single use plastic tweezers,~~  
21 ~~disposable plastic gloves, transport bags, mailers and postage fee.~~

22 9.2.4— ~~Drug patches applied but not removed due to client's failure to return for~~  
23 ~~patch removal.~~

24 9.2.5— ~~Drug patches applied and removed but not received by the laboratory due~~  
25 ~~to being lost en route to the laboratory.~~

26 9.2.6— ~~Drug patches applied but not removed within a maximum of ten (10)~~  
27 ~~calendar days, regardless of the reason the patch was not removed.~~

28 9.2.7— ~~Drug patches received by the laboratory for testing but rejected for testing~~

1 ~~by the laboratory due to an observed irregularity (i.e., fatal flaw in chain of custody procedure,~~  
2 ~~improper sealing of the seal on the specimen bag, missing signature of either the collector or the~~  
3 ~~donor, etc.).~~

4 ~~9.2.8—Preparation, participation, or other activities related to Utilization Reviews.~~

5 ~~9.2.9—Time spent in Orange County Juvenile Court pursuant to a subpoena.~~

6 ~~9.3—Any fee other than the fees referenced in Subparagraphs 18.1.1 through 18.1.3.~~

7 ~~9.4—For the period of July 1, 2018~~2019~~ through June 30, 2019~~2020~~, CONTRACTOR~~  
8 ~~COUNTY shall pay CONTRACTOR be reimbursed, monthly in arrears, at the rate of fifty four~~  
9 ~~dollars (\$54.00) per patch applied with a Pharmchek® Overlay, removed, submitted for analysis,~~  
10 ~~and reported on the laboratory's website.~~

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 ///

2 ///

3 ///

4 ///

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28