

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND

5 MEDTOX LABORATORIES, INC.

6 FOR THE PROVISION OF DRUG TESTING SERVICES  
7

8 THIS AGREEMENT, entered into this 1st day of July, 2014, which date is  
9 particularized for purpose of reference only, is by and between the COUNTY OF  
10 ORANGE, hereinafter referred to as "COUNTY," and MedTox Laboratories, Inc., a  
11 Delaware corporation, a wholly owned subsidiary of Laboratory Corporation of  
12 America Holdings, qualified to transact interstate business in the State of  
13 California, hereinafter referred to as "CONTRACTOR." This Agreement shall be  
14 administered by the County of Orange Social Services Agency Director or  
15 designee, hereinafter referred to as "ADMINISTRATOR."  
16

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

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

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

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

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

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1           1.     TERM

2           The term of this Agreement shall commence on July 1, 2014, and terminate  
3           on June 30, 2015, unless earlier terminated pursuant to the provisions of  
4           Paragraph 37 of this Agreement; however, CONTRACTOR shall be obligated to  
5           perform such duties as would normally extend beyond this term, including but  
6           not limited to, obligations with respect to indemnification, audits, reporting  
7           and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
8           extend the term of this Agreement, for up to twelve (12) additional months  
9           upon the same terms and conditions, provided that COUNTY's maximum obligation  
10          as stated in Subparagraph 17.1 of this Agreement does not increase as a  
11          result.

12          2.     ALTERATION OF TERMS

13          This Agreement, including any Exhibit attached hereto and incorporated  
14          by reference, fully expresses all understandings of the parties and is the  
15          total Agreement between the parties as to the subject matter of this  
16          Agreement. No addition to, or alteration of, the terms of this Agreement,  
17          whether written or verbal, by the parties, their officers, agents, or  
18          employees, shall be valid unless made in the form of a written amendment to  
19          this Agreement which is formally approved and executed by both parties.

20          3.     STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

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

13 4.2 Subject to thirty (30) days advance notice, ADMINISTRATOR may, in  
14 his or her sole discretion, require changes in staffing allocations to reflect  
15 current workload demands or service needs as long as COUNTY's maximum  
16 obligation as set forth in this Agreement is not exceeded.

17 4.3 Upon the written request of ADMINISTRATOR, CONTRACTOR shall send  
18 appropriate staff to attend training sessions given by COUNTY, not to exceed  
19 one training session per year and solely related to the services provided by  
20 CONTRACTOR.

21 5. LICENSES AND STANDARDS

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

1 ethical behavior.

2 5.2 In the performance of this Agreement, CONTRACTOR shall comply,  
3 unless waived in whole or in part by ADMINISTRATOR, with all applicable  
4 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
5 the Code of Federal Regulations (CFR); Federal Office of Management and Budget  
6 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all  
7 applicable laws and regulations of the United States, State of California,  
8 County of Orange Social Services Agency and all administrative regulations,  
9 rules and policies adopted thereunder as each and all may now exist or be  
10 hereafter amended.

11 5.2.1 For Federally funded Agreements in the amount of \$25,000  
12 or more, CONTRACTOR certifies that said Agency's officers and/or principals  
13 are not debarred or suspended from Federal financial assistance programs  
14 and/or activities.

15 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16 6.1 Delegation and Assignment:

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

24 6.2 Subcontracts:

25 With the exception of third party urine sample collection  
26 services, CONTRACTOR shall not subcontract for services under this Agreement  
27 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
28 in writing to a subcontract, in no event shall the subcontract alter, in any

1 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
2 be in writing and copies of same shall be provided to ADMINISTRATOR.  
3 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
4 require.

5 6.2.1 Subcontracts of \$25,000 or less:

6 CONTRACTOR shall develop a standard form Purchase Order,  
7 subject to prior written approval of ADMINISTRATOR, to be utilized for the  
8 purchase of services by CONTRACTOR when the cumulative total cost of the  
9 services to be provided by any organization is anticipated to be twenty-five  
10 thousand dollars (\$25,000) or less during the term of this Agreement. The  
11 basis for costs incurred by any such Purchase Order(s) shall be the actual  
12 cost of providing services or the usual and customary charges established by  
13 the organization(s) providing the services.

14 6.2.2 Subcontracts in excess of \$25,000:

15 CONTRACTOR shall develop and submit for approval to  
16 ADMINISTRATOR a system for the procurement of subcontracts with any  
17 organization in which the total cumulative cost of services provided by any  
18 single organization is anticipated to exceed twenty-five thousand dollars  
19 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed procurement  
20 system shall take into consideration such factors as: degree of price  
21 competition; pricing policies and techniques; experience and quality of  
22 service; methods of evaluating subcontractor responsibility; relationship of  
23 subcontractor to CONTRACTOR; and planning, award, and post-award management of  
24 subcontracts, including internal audit procedures and monitoring of  
25 subcontractor's performance until completion of services.

26 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
27 procurement system, CONTRACTOR shall comply with such procurement system in  
28 obtaining subcontracts with a total cost in excess of twenty-five thousand

1 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR  
2 shall obtain ADMINISTRATOR's written consent prior to entering into a  
3 subcontract with any organization when the total cumulative cost of services  
4 to be provided by that organization is anticipated to exceed twenty-five  
5 thousand dollars (\$25,000) during the term of this Agreement.

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

12 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

13 7.1 Form of Business Organization:

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

18 7.1.1 The form of CONTRACTOR's business organization, i.e.,  
19 proprietorship, partnership, corporation, etc.

20 7.1.2 A detailed statement indicating the relationship of  
21 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
22 individual.

23 7.1.3 A detailed statement indicating the relationship of  
24 CONTRACTOR to any subsidiary business organization or to any individual who  
25 may be providing services, supplies, material or equipment to CONTRACTOR or in  
26 any manner does business with CONTRACTOR under this Agreement.

27 7.2 Change in Form of Business Organization:

28 If during the term of this Agreement the form of CONTRACTOR's



1 business organization changes, or the ownership of CONTRACTOR changes, or  
2 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under  
3 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in  
4 writing, detailing such changes. A change in the form of business  
5 organization may, at COUNTY's sole discretion, be treated as an attempted  
6 assignment of rights or delegation of duties of this Agreement.

7 8. NON-DISCRIMINATION

8 8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
9 shall not engage nor employ any unlawful discriminatory practices in the  
10 admission of clients, provision of services or benefits, assignment of  
11 accommodations, treatment, evaluation, employment of personnel or in any other  
12 respect on the basis of sex, race, color, ethnicity, national origin,  
13 ancestry, religion, age, marital status, medical condition, sexual  
14 orientation, sexual preference, physical or mental disability or any other  
15 protected group in accordance with the requirements of all applicable Federal  
16 or State laws.

17 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
18 meets the lawful and applicable requirements of the U.S. Department of Health  
19 and Human Services.

20 8.3 CONTRACTOR shall furnish any and all information requested by  
21 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
22 books, records and accounts in order to ascertain CONTRACTOR's compliance with  
23 Paragraph 8 et seq.

24 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
25 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
26 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

27 8.5 Non-Discrimination in Employment

28 8.5.1 All solicitations or advertisements for employees placed

1 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
2 receive consideration for employment without regard to sex, race, color,  
3 ethnicity, national origin, ancestry, religion, age, marital status, medical  
4 condition, sexual orientation, sexual preference, physical or mental  
5 disability or any other protected group in accordance with the requirements of  
6 all applicable Federal or State laws. Notices describing the provisions of  
7 the equal opportunity clause shall be posted in a conspicuous place for  
8 employees and job applicants.

9 8.5.2 CONTRACTOR shall refer any and all employees desirous of  
10 filing a formal discrimination complaint to:

11 Minnesota Department of Human Rights

12 Freeman Building

13 625 Robert Street North

14 Saint Paul, MN 55155

15 Telephone: (800) 657-3704

16 (800) 627-3529 (For the hard of hearing)

17 8.6 Non-Discrimination in Service Delivery

18 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
19 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
20 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
21 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of  
22 the Americans with Disabilities Act of 1990; California Civil Code Section 51  
23 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,  
24 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;  
25 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,  
26 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section  
27 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
28 Act of 1996; and other applicable Federal and State laws, as well as their

1 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7  
2 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal  
3 Employment Opportunity, Affirmative Action and Nondiscrimination as each may  
4 now exist or be hereafter amended. CONTRACTOR shall not implement any  
5 administrative methods or procedures which would have a discriminatory effect  
6 or which would violate the California Department of Social Services (CDSS)  
7 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
8 are any violations of this paragraph, CDSS shall have the right to invoke  
9 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,  
10 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred  
11 to the appropriate Federal agency for further compliance action and  
12 enforcement of Subparagraph 8.6 et seq.

13 8.6.2 CONTRACTOR shall provide any and all clients desirous of  
14 filing a formal complaint any and all information as appropriate:

15 8.6.2.1 Pamphlet: "Your Rights Under California Welfare  
16 Programs" (PUB 13)

17 8.6.2.2 Discrimination Complaint Form

18 8.6.2.3 Civil Rights Contacts:

19 County Civil Rights Contact:

20 Orange County Social Services Agency

21 Program Integrity

22 Attn: Civil Rights Coordinator

23 P.O. Box 22001

24 Santa Ana, CA 92702-2001

25 Telephone: (714) 438-8877

26 State Civil Rights Contact:

27 California Department of Social Services

28 Civil Rights Bureau

1 P.O. Box 944243, M.S. 15-70  
2 Sacramento, CA 94244-2430  
3 Federal Civil Rights Contact:  
4 U.S. Department of Health and Human Services  
5 Office of Civil Rights  
6 50 U.N. Plaza, Room 322  
7 San Francisco, CA 94102

8 9. NOTICES

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

11 COUNTY: County of Orange Social Services Agency  
12 Contract Services  
13 888 N. Main Street  
14 Santa Ana, CA 92701

15 CONTRACTOR: MedTox Laboratories, Inc.  
16 402 West County Road D  
17 Saint Paul, MN 55112

18 With a copy to:

19 Laboratory Corporation of America Holdings  
20 Division Affairs  
21 500 Perimeter Park Drive, Suite C  
22 Morrisville, NC 27560

23 Laboratory Corporation of America Holdings  
24 Attn: Law Department  
25 530 South Spring Street  
26 Burlington, NC 27215

27 All notices shall be deemed effective when in writing and sent overnight  
28 delivery or certified mail. Any notices, 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 may  
mutually agree in writing to change the addresses to which notices are sent.

1        10.    NOTICE OF DELAYS

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

7        11.    INDEMNIFICATION

8            11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
9 writing by COUNTY, and hold U.S. Department of Health and Human Services, the  
10 State, COUNTY, and their elected and appointed officials, officers, employees,  
11 agents and those special districts and agencies which COUNTY's Board of  
12 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from  
13 any claims, demands or liability of any kind or nature, including but not  
14 limited to personal injury or property damage, arising from or related to the  
15 services, products or other performance provided by CONTRACTOR pursuant to  
16 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a  
17 court of competent jurisdiction because of the concurrent active negligence of  
18 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will  
19 be apportioned as determined by the court. Neither party shall request a jury  
20 apportionment.

21        12.    INSURANCE

22            12.1 Prior to the provision of services under this Agreement,  
23 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
24 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
25 endorsements required herein, necessary to satisfy COUNTY that the insurance  
26 provisions of this Agreement have been complied with, and to keep such  
27 insurance coverage and the certificates therefore on deposit with  
28 ADMINISTRATOR during the entire term of this Agreement.

1           12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
2 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
3 to the same terms and conditions as set forth herein for CONTRACTOR.

4           12.3 All self-insured retentions (SIRs) and deductibles shall be  
5 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
6 apply, indicate this on the Certificate of Insurance with a "0" by the  
7 appropriate line of coverage. Any self-insured retention (SIR) or deductible  
8 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall  
9 specifically be approved by the County Executive Office (CEO)/Office of Risk  
10 Management.

11           12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
12 the full term of this Agreement, COUNTY may terminate this Agreement.

13           12.5 Qualified Insurer

14           12.5.1 Minimum insurance company ratings as determined by the  
15 most current edition of the Best's Key Rating Guide/Property-Casualty/United  
16 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size  
17 Category).

18           12.5.2 The policy or policies of insurance required herein must  
19 be issued by an insurer licensed to do business in the State of California  
20 (California Admitted Carrier). If the insurer is a non-admitted carrier in the  
21 State of California and does not meet or exceed an A.M. Best rating of A-  
22 /VIII, CEO/Office of Risk Management retains the right to approve or reject  
23 carrier after a review of the company's performance and financial ratings. If  
24 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-  
25 /VIII, ADMINISTRATOR can accept the insurance.

26           12.6 The policy or policies of insurance maintained by CONTRACTOR shall  
27 provide the minimum limits and coverage as set forth below:

28        ///

	<u>Coverage</u>	<u>Minimum Limits</u>
1		
2		
3	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
4		
5	Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
6		
7	Workers' Compensation	Statutory
8	Employer's Liability Insurance	\$1,000,000 per occurrence
9	Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
10		
11	Sexual Misconduct Liability	\$1,000,000 per occurrence
12		

13           12.7 Required Coverage Forms

14                   12.7.1 Commercial General Liability coverage shall be written on  
15 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing  
16 liability coverage at least as broad.

17                   12.7.2 Business Auto Liability coverage shall be written on ISO  
18 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing  
19 coverage at least as broad.

20           12.8 Required Endorsements

21                   12.8.1 Commercial General Liability policy shall contain the  
22 following endorsements, which shall accompany the Certificate of Insurance:

23                   12.8.1.1 An Additional Insured endorsement using ISO form  
24 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,  
25 its elected and appointed officials, officers, employees, and agents as  
26 Additional Insureds.

27                   12.8.1.2 A primary non-contributing endorsement  
28 evidencing that CONTRACTOR's insurance is primary and any insurance or self-

1 insurance maintained by the County of Orange shall be excess and non-  
2 contributing.

3 12.9 All insurance policies required by this Agreement shall waive all  
4 rights of subrogation against the County of Orange and members of the Board of  
5 Supervisors, its elected and appointed officials, officers, agents and  
6 employees when acting within the scope of their appointment or employment.

7 12.10 The Workers' Compensation policy shall contain a waiver of  
8 subrogation endorsement waiving all rights of subrogation against the County  
9 of Orange, and members of the Board of Supervisors, its elected and appointed  
10 officials, officers, agents and employees.

11 12.11 All insurance policies required by this Agreement shall give the  
12 County of Orange thirty (30) days' notice in the event of cancellation and ten  
13 (10) days for non-payment of premium. This shall be evidenced by policy  
14 provisions or an endorsement separate from the Certificate of Insurance.

15 12.12 If CONTRACTOR's Professional Liability policy is a "claims made"  
16 policy, CONTRACTOR shall agree to maintain professional liability coverage for  
17 two (2) years following completion of this Agreement.

18 12.13 The Commercial General Liability policy shall contain a  
19 severability of interests clause also known as a "separation of insureds"  
20 clause (standard in the ISO CG 0001 policy).

21 12.14 Insurance certificates should be mailed to COUNTY at the address  
22 indicated in Paragraph 9 of this Agreement.

23 12.15 If CONTRACTOR fails to provide the insurance certificates and  
24 endorsements within seven (7) days of notification by CEO/County Procurement  
25 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

26 12.16 COUNTY expressly retains the right to require CONTRACTOR to  
27 increase or decrease insurance of any of the above insurance types throughout  
28 the term of this Agreement. Any increase or decrease in insurance will be as



1 deemed by County of Orange Risk Manager as appropriate to adequately protect  
2 COUNTY.

3 12.17 COUNTY shall notify CONTRACTOR in writing of changes in the  
4 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
5 certificates of insurance and endorsements with COUNTY incorporating such  
6 changes within thirty (30) days of receipt of such notice, this Agreement may  
7 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
8 entitled to all legal remedies.

9 12.18 The procuring of such required policy or policies of insurance  
10 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
11 fulfill the indemnification provisions and requirements of this Agreement, nor  
12 act in any way to reduce the policy coverage and limits available from the  
13 insurer.

14 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

15 CONTRACTOR shall report to COUNTY:

16 13.1 Any accident or incident relating to services performed under this  
17 Agreement which involves injury or property damage which may result in the  
18 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
19 shall be made in writing within twenty-four (24) hours of occurrence.

20 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
21 from or related to services performed by CONTRACTOR under this Agreement. Such  
22 report shall be submitted to COUNTY within twenty-four (24) hours of  
23 occurrence.

24 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
25 property. Such report shall be submitted to COUNTY within twenty-four (24)  
26 hours of occurrence.

27 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
28 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR

1 under the term of this Agreement. Such report shall be submitted to COUNTY  
2 within twenty-four (24) hours of occurrence.

3 14. CONFLICT OF INTEREST

4 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
5 any actions or conditions that could result in a conflict with the best  
6 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
7 agents, relatives, subcontractors, and third parties associated with  
8 accomplishing the work hereunder.

9 14.2 CONTRACTOR's efforts shall include, but not be limited to,  
10 establishing precautions to prevent its employees or agents from making,  
11 receiving, providing, or offering gifts, entertainment, payments, loans, or  
12 other considerations which could be deemed to appear to influence individuals  
13 to act contrary to the best interests of COUNTY.

14 15. ANTI-PROSELYTISM PROVISION

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

19 16. BREACH SANCTIONS

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

25 16.1 Afford CONTRACTOR a time period within which to cure the breach,  
26 which period shall be established at the sole discretion of ADMINISTRATOR;  
27 and/or

28 16.2 Discontinue reimbursement to CONTRACTOR for and during the period

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

3 16.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
4 COUNTY those monies disallowed pursuant to Subparagraph 16.2 above.

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

8 17. PAYMENTS

9 17.1 Maximum Contractual Obligation:

10 The maximum obligation of COUNTY under this Agreement shall be  
11 \$616,521 or actual allowable costs, whichever is less.

12 17.2 Allowable Costs and Usage:

13 During the term of this Agreement, COUNTY shall pay CONTRACTOR  
14 monthly in arrears, the rates identified in 17.3 for each urinalysis test  
15 performed to detect substances identified in Subparagraph 6.1 of Exhibit "A."  
16 No guarantee is given by COUNTY to CONTRACTOR regarding usage of this  
17 Agreement. CONTRACTOR agrees to supply the services at the unit price listed  
18 above, regardless of the number of referrals from COUNTY.

19 17.3 Payment Rates:

UNIT COST OF RANDOM OR ON-DEMAND DRUG TEST / IN COUNTY COLLECTIONS	
Itemization	Price
Collection Bill Back Fee <sup>(1)</sup>	\$11.00
Drugs of Abuse Screen Fee <sup>(2)</sup>	\$12.00
<b>TOTAL UNIT COST OF DRUG TEST</b>	<b>\$23.00</b>
UNIT COST OF RANDOM OR ON-DEMAND DRUG TEST / OUT OF COUNTY COLLECTIONS	
Itemization	Price
Collection Bill Back Fee	\$15.00
Drugs of Abuse Screen Fee	\$12.00
<b>TOTAL UNIT COST OF DRUG TEST</b>	<b>\$27.00</b>
ADDITIONAL EXPENSES <sup>(3)</sup>	
General Protocol Affidavit (each)	\$25.00
Expert Witness Preparation (per hour)	\$100.00

Expert Witness - telephonic	\$100.00
Expert Witness Testimony (in person)	\$200.00 per hour plus expenses
Litigation Package (each)	\$100.00
<b>Invalid Handling</b> <sup>(4)</sup>	\$7.00

(1) Fee CONTRACTOR bills back to COUNTY after paying a third party urine collection facility, under subcontract, for the collection of a urine specimen from CLIENT.

(2) Fee for laboratory analysis of a CLIENT's urine specimen.

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

(4) Invalid Handling expense shall be incurred by COUNTY, in lieu of a Laboratory Processing Fee, when a urine sample is received at CONTRACTOR's laboratory but is deemed by CONTRACTOR unsuitable for testing. In this circumstance, a Collection Bill Back fee as well as an Invalid Handling Fee of \$7.00 shall be charged to COUNTY. An Invalid Handling Fee shall not be charged when a urine specimen is rejected by the laboratory due to an error or failure by the collection facility staff as described in Subparagraph 17.5.

17.4 CONTRACTOR shall provide an itemized billing statement each month that indicates prices corresponding to the service descriptions indicated in Subparagraph 17.3. Each invoice shall include but is not limited to:

17.4.1 The names of all clients for whom collections were completed and all collections that were tested.

17.4.2 The name and client identification number of each client tested.

17.4.3 The dates each client tested.

17.4.4 A description of each test completed.

17.4.5 The unit cost of each collection bill back and drugs of abuse screen.

1           17.5 COUNTY shall not pay for collections that were completed and  
2 delivered to CONTRACTOR's laboratory but rejected by the laboratory for  
3 testing due to an error or failure by the collection facility staff. Such  
4 errors or failures may include but are not limited to failure to:

5                   17.5.1 Sign and/or date the chain-of-custody form;

6                   17.5.2 Obtain the client's signature and/or date the chain-of-  
7 custody form;

8                   17.5.3 Legibly write the name of the client on the chain-of-  
9 custody form;

10                  17.5.4 Properly select and/or record the correct client's name on  
11 the chain-of-custody form;

12                  17.5.5 Properly seal the urine specimen container;

13                  17.5.6 Properly affix the chain-of-custody label to the urine  
14 specimen container;

15                  17.5.7 Properly indicate the urine specimen temperature on the  
16 chain-of-custody form;

17                  17.5.8 Include the chain-of-custody form with the urine specimen.

18           17.6 Each invoice shall be submitted with clients' names listed in  
19 alphabetical order or in an electronic format capable of being sorted  
20 alphabetically.

21           17.7 In the event COUNTY requires urinalysis testing for a substance  
22 not included in Subparagraph 6.1 of Exhibit "A" to this Agreement, COUNTY  
23 agrees to pay CONTRACTOR in arrears at CONTRACTOR's current catalog price for  
24 the drug test.

25           17.8 Claims:

26                  17.8.1 CONTRACTOR shall submit monthly claims to be received by  
27 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
28 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)

1 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
2 claim the next business day. COUNTY holidays include New Year's Day, Martin  
3 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
4 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
5 Friday after Thanksgiving, and Christmas Day.

6 17.8.2 All reimbursement claims must be submitted on a form  
7 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit  
8 supporting source documents with the monthly claim, including, inter alia, a  
9 monthly statement of services, general ledgers, supporting journals, time  
10 sheets, invoices, canceled checks, receipts, and receiving records, some of  
11 which may be required to be copied. Source documents that CONTRACTOR must  
12 submit shall be determined by ADMINISTRATOR and/or the COUNTY's Auditor-  
13 Controller. CONTRACTOR shall retain all financial records in accordance with  
14 Paragraph 20 (Records, Inspections, and Audits) of this Agreement.

15 17.8.3 Payments should be released by COUNTY within a reasonable  
16 time period of approximately thirty (30) days after receipt of a correctly  
17 completed claim form and required supporting documentation.

18 17.8.4 Year End and Final Claims:

19 17.8.4.1 COUNTY may, in its sole discretion, establish  
20 two (2) billing periods for the month of June to accommodate COUNTY's fiscal  
21 year-end close process for payment of services completed within the same  
22 fiscal year. COUNTY may require CONTRACTOR to submit invoice claims for  
23 services completed June 1, 2015 through June 15, 2015 by 5:00 p.m. June 19,  
24 2015. In the event COUNTY determines a need for two (2) billing periods for  
25 the month of June, COUNTY will provide written notification to CONTRACTOR by  
26 the 15th of May. In the event of the two (2) billing periods for the month of  
27 June, CONTRACTOR shall submit claims for services completed between June 16  
28 and June 30 under the terms of this Agreement in accordance with Subparagraph

1 17.8.4.2 of this Agreement.

2 17.8.4.2 Final claims for the term of July 1, 2014  
3 through June 30, 2015, must be received no later than August 30, 2015 at 5:00  
4 p.m.

5 17.8.4.3 Claims received after the date specified in  
6 Subparagraph 17.8.4.2 may not be reimbursed. ADMINISTRATOR may, in its sole  
7 discretion, modify the date upon which the final claim per term must be  
8 received, upon written notice to CONTRACTOR.

9 17.8.4.4 The basis for final settlement shall be the  
10 actual allowable costs as defined in Title 48 CRF Section 31.2, incurred and  
11 paid by CONTRACTOR pursuant to this Agreement; limited, however, to the  
12 maximum obligation of COUNTY. In the event that any overpayment has been  
13 made, COUNTY may offset the amount of the overpayment against the final  
14 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
15 pay COUNTY all such sums within five (5) days of notice from COUNTY. Nothing  
16 herein shall be construed as limiting the remedies of COUNTY in the event an  
17 overpayment has been made.

18 18. OVERPAYMENTS

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

1 shall reimburse COUNTY within thirty (30) days thereafter and prior to any  
2 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by  
3 COUNTY necessary to enforce the provisions set forth in this paragraph.

4 19. OUTSTANDING DEBT

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

8 20. RECORDS, INSPECTIONS AND AUDITS

9 20.1 Financial Records:

10 20.1.1 CONTRACTOR shall prepare and maintain accurate and  
11 complete financial records. Financial records shall be retained, by  
12 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
13 under this Agreement or until all pending COUNTY, State and Federal audits are  
14 completed, whichever is later.

15 20.1.2 CONTRACTOR shall establish and maintain reasonable  
16 accounting, internal control and financial reporting standards in conformity  
17 with generally accepted accounting principles established by the American  
18 Institute of Certified Public Accountants and to the satisfaction of  
19 ADMINISTRATOR.

20 20.2 Client Records:

21 20.2.1 CONTRACTOR shall prepare and maintain accurate and  
22 complete records of clients served and dates and type of services provided  
23 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

24 20.2.2 All client records related to services provided under the  
25 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
26 (5) years from the date of final payment under this Agreement or until all  
27 pending COUNTY, State and Federal audits are completed, whichever is later.  
28 Notwithstanding anything to the contrary, upon termination of this Agreement,



1 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
2 in accordance with Subparagraph 37.2.

3 20.2.3 COUNTY may refuse payment for a claim if client records  
4 are determined by COUNTY to be incomplete or inaccurate. In the event client  
5 records are determined to be incomplete or inaccurate after payment has been  
6 made, COUNTY may treat such payment as an overpayment within the provisions of  
7 this Agreement.

8 20.3 Public Records:

9 With the exception of client records or other records referenced  
10 in Paragraph 26, entitled Confidentiality, all records, including but not  
11 limited to, reports, audits, notices, claims, statements and correspondence,  
12 required by this Agreement may be subject to public disclosure. COUNTY will  
13 not be liable for any such disclosure.

14 20.4 Inspections and Audits:

15 20.4.1 The U.S. Department of Health and Human Services,  
16 Comptroller General of the United States, Director of CDSS, State Auditor-  
17 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
18 Department, or any of their authorized representatives, shall have access to  
19 any books, documents, papers and records, including medical records, of  
20 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
21 for the purpose of financial monitoring. Further, all the above mentioned  
22 persons have the right at all reasonable times to inspect or otherwise  
23 evaluate the work performed or being performed under this Agreement and the  
24 premises in which it is being performed.

25 20.4.2 CONTRACTOR shall make available its books and financial  
26 records within the borders of Orange County within ten (10) days after receipt  
27 of written demand by ADMINISTRATOR.

28 20.4.3 In the event CONTRACTOR does not make available its books

1 and financial records within the borders of Orange County, CONTRACTOR agrees  
2 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
3 designee, necessary to obtain CONTRACTOR's books and financial records.

4 20.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
5 liability to the State or Federal government or any agency thereof resulting  
6 from any disallowances or other audit exceptions to the extent that such  
7 liability is attributable to CONTRACTOR's failure to perform under this  
8 Agreement.

9 21. PERSONNEL DISCLOSURE

10 21.1 CONTRACTOR's employment applications shall require applicants to  
11 provide detailed information regarding the conviction of a crime by any court,  
12 for offenses other than minor traffic offenses. Information not disclosed in  
13 the employment application discovered subsequent to the hiring or promotion of  
14 any applicant shall be cause for termination of that employee from the  
15 performance of services under this Agreement.

16 21.2 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
17 the COUNTY, criminal record background checks on all employees and/or  
18 volunteers who will provide services under this Agreement. Candidates will  
19 satisfy background checks consistent with and comparable to those required for  
20 COUNTY employees.

21 21.3 CONTRACTOR warrants that all persons employed or otherwise  
22 assigned by CONTRACTOR to provide services under this Agreement have  
23 satisfactory past work records and/or reference checks indicating their  
24 ability to perform the required duties and accept the kind of responsibility  
25 anticipated under this Agreement. CONTRACTOR shall maintain records of  
26 background investigations and reference checks undertaken and coordinated by  
27 CONTRACTOR for each employee and/or volunteer assigned to provide services  
28 under this Agreement for a minimum of five (5) years from the date of final

1 payment under this Agreement or until all pending COUNTY, State and Federal  
2 audits are completed, whichever is later, in compliance with all applicable  
3 laws.

4 21.4 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
5 arrest and/or subsequent conviction, for offenses other than minor traffic  
6 offenses, of any paid employee and/or volunteer staff performing services  
7 under this Agreement, when such information becomes known to CONTRACTOR.  
8 ADMINISTRATOR, in its sole discretion, may determine whether such employee  
9 and/or volunteer may continue to provide services under this Agreement and  
10 shall provide notice of such determination to CONTRACTOR in writing.  
11 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a  
12 material breach of this Agreement, pursuant to Paragraph 16 above.

13 21.5 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
14 staff performing work hereunder and any proposed changes in CONTRACTOR's  
15 staff, including, but not limited to, CONTRACTOR's Program Director.

16 21.6 COUNTY shall have the right, at its sole discretion, to require  
17 CONTRACTOR to remove any employee from the performance of services under this  
18 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace  
19 said personnel.

20 21.7 CONTRACTOR shall notify COUNTY immediately when staff is  
21 terminated for cause from working on this Agreement.

22 21.8 Disqualification, if any, of CONTRACTOR staff, pursuant to  
23 Paragraph 21, shall not relieve CONTRACTOR of its obligation to complete all  
24 work in accordance with the terms and conditions of this Agreement.

25 22. EMPLOYMENT ELIGIBILITY VERIFICATION

26 As applicable, CONTRACTOR warrants that it fully complies with all  
27 Federal and State statutes and regulations regarding the employment of aliens  
28 and others, and that all its employees performing work under this Agreement

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

15 23. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- 19 (a) in the case of an individual contractor, his/her name, date of  
20 birth, Social Security number, and residence address;
- 21 (b) in the case of a contractor doing business in a form other than as  
22 an individual, the name, date of birth, Social Security number,  
23 and residence address of each individual who owns an interest of  
24 ten (10) percent or more in the contracting entity;
- 25 (c) a certification that CONTRACTOR has fully complied with all  
26 applicable Federal and State reporting requirements regarding its  
27 employees; and
- 28 (d) a certification that CONTRACTOR has fully complied with all

1 lawfully served Wage and Earnings Assignment Orders and Notices of  
2 Assignment, and will continue to so comply.

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

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

13 24. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

25 25. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

26 CONTRACTOR shall notify and provide to its employees, a fact sheet  
27 regarding the Safely Surrendered Baby Law, its implementation in Orange  
28 County, and where and how to safely surrender a baby. The fact sheet is

1 available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The  
2 information shall be posted in all reception areas where clients are served.

3 26. CONFIDENTIALITY

4 26.1 CONTRACTOR agrees to maintain the confidentiality of its records  
5 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
6 and all other provisions of law, and regulations promulgated thereunder  
7 relating to privacy and confidentiality, as each may now exist or be hereafter  
8 amended.

9 26.2 All records and information concerning any and all persons  
10 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
11 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
12 volunteers. CONTRACTOR shall require all of its employees, agents,  
13 subcontractors and volunteer staff who may provide services for CONTRACTOR  
14 under this Agreement to sign an agreement with CONTRACTOR before commencing  
15 the provision of any such services, to maintain the confidentiality of any and  
16 all materials and information with which they may come into contact, or the  
17 identities or any identifying characteristics or information with respect to  
18 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
19 required to provide services under this Agreement or to those specified in  
20 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
21 latter, only during such audit. CONTRACTOR shall comply with any audits  
22 specified in Paragraph 20, provide reports and any other information required  
23 by COUNTY in the administration of this Agreement, and as otherwise permitted  
24 by law.

25 26.3 CONTRACTOR shall inform all of its employees, agents,  
26 subcontractors, volunteers and partners of this provision and that any person  
27 knowingly and intentionally violating the provisions of said State law may be  
28 guilty of a crime.

1           26.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
2 be subject to the confidentiality requirements of this Agreement.

3           26.5 CONTRACTOR agrees to maintain the confidentiality of its records  
4 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
5 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
6 regarding Confidentiality, as it now exists or may hereafter be amended.

7           26.5.1 No access, disclosure or release of information regarding  
8 a child who is the subject of Juvenile Court proceedings shall be permitted  
9 except as authorized. If authorization is in doubt, no such information shall  
10 be released without the written approval of a Judge of the Juvenile Court.

11           26.5.2 CONTRACTOR must receive prior written approval of the  
12 Juvenile Court before allowing any child to be interviewed, photographed or  
13 recorded by any publication or organization or to appear on any radio,  
14 television or internet broadcast or make any other public appearance. Such  
15 approval shall be requested through child's Social Worker.

16       27.   COPYRIGHT ACCESS

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

21       28.   WAIVER

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

1 contained.

2 29. PUBLICITY

3 29.1 Information and solicitations, prepared and released by  
4 CONTRACTOR, concerning the services provided under this Agreement shall state  
5 that the program, wholly or in part, is funded through COUNTY, State and  
6 Federal government funds.

7 29.2 CONTRACTOR shall not disclose any details in connection with this  
8 Agreement to any person or entity except as may be otherwise provided  
9 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
10 identify its services and related clients to sustain itself, COUNTY shall not  
11 inhibit CONTRACTOR from publishing its role under this Agreement within the  
12 following conditions:

13 29.2.1 CONTRACTOR shall develop all publicity material in a  
14 professional manner; and

15 29.2.2 During the term of this Agreement, CONTRACTOR shall not,  
16 and shall not authorize another to, publish or disseminate any commercial  
17 advertisements, press releases, feature articles, or other materials using the  
18 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
19 unreasonably withhold written consent.

20 30. COUNTY RESPONSIBILITIES

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

23 31. REFERRALS

24 31.1 CONTRACTOR shall provide services to individuals referred by  
25 ADMINISTRATOR.

26 32. REPORTS

27 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR  
28 to complete any State-required reports related to the services provided under



1 this Agreement.

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

7 33. ENERGY EFFICIENCY STANDARDS

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

11 34. ENVIRONMENTAL PROTECTION STANDARDS

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

18 34.1 No facility to be utilized in the performance of the proposed  
19 grant has been listed on the EPA List of Violating Facilities;

20 34.2 It will notify COUNTY prior to award of the receipt of any  
21 communication from the Director, Office of Federal Activities, U.S. EPA,  
22 indicating that a facility to be utilized for the grant is under consideration  
23 to be listed on the EPA List of Violating Facilities; and

24 34.3 It will notify COUNTY and the EPA about any known violation of the  
25 above laws and regulations.

26 35. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
27 CERTAIN FEDERAL TRANSACTIONS

28 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121

1 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those  
2 provisions set down by the OMB and published in the Federal Register dated  
3 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and  
4 regulations, it is mutually understood that any contract which utilizes  
5 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply  
6 with the following provisions:

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

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

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

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

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

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

11   36.   POLITICAL ACTIVITY

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

15   37.   TERMINATION PROVISIONS

16                   37.1 ADMINISTRATOR may terminate this Agreement without penalty  
17 immediately with cause or after thirty (30) days written notice without cause,  
18 unless otherwise specified. Notice shall be deemed served on the date of  
19 mailing. Cause shall be defined as any breach of contract, any  
20 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
21 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
22 all further obligation under this Agreement.

23                   37.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
24 cooperate with ADMINISTRATOR in the orderly transfer of service  
25 responsibilities, active case records, and pertinent documents.

26                   37.3 The obligations of COUNTY under this Agreement are contingent upon  
27 the availability of Federal and/or State funds, as applicable, for the  
28 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds

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

9 37.4 If any provision of this Agreement or the application thereof is  
10 held invalid, the remainder of this Agreement shall not be affected thereby.

11 38. GOVERNING LAW AND VENUE

12 This Agreement has been negotiated in the State of California and shall  
13 be governed by and construed under the laws of the State of California. In  
14 the event of any legal action to enforce or interpret this Agreement, the sole  
15 and exclusive venue shall be a court of competent jurisdiction located in  
16 Orange County, California, and the parties hereto agree to and do hereby  
17 submit to the jurisdiction of such court, notwithstanding Code of Civil  
18 Procedure Section 394. Furthermore, the parties specifically agree to waive  
19 any and all rights to request that an action be transferred for trial to  
20 another county.

21 39. SIGNATURE IN COUNTERPARTS

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

25 ///

26 ///

27 ///

28 ///

WHEREFORE, the parties hereto have executed this Agreement

By: \_\_\_\_\_  
ELIZABETH A. MITCHELL  
SENIOR VICE PRESIDENT  
LABORATORY CORPORATION  
OF AMERICA HOLDINGS

By: \_\_\_\_\_  
COUNTY OF ORANGE  
CHAIR OF THE BOARD  
OF SUPERVISORS

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

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

By: \_\_\_\_\_  
PAMELA S. EDWARDS  
ASSOCIATE VICE PRESIDENT  
LABORATORY CORPORATION  
OF AMERICA HOLDINGS

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

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

\_\_\_\_\_  
SUSAN NOVAK  
Clerk of the Board of Supervisors  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

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

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

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 MEDTOX LABORATORIES, INC.

8 FOR THE PROVISION OF DRUG TESTING SERVICES  
9

10 1. POPULATION TO BE SERVED

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

18 2. COUNTY RESPONSIBILITIES

19 2.1 Before referring any court-ordered CLIENT to CONTRACTOR,  
20 ADMINISTRATOR will first obtain either written consent from both CLIENT and  
21 CLIENT's attorney for the observed collection of the urine sample or, in the  
22 alternative, a court order which specifies that the collection of the sample  
23 must be observed. For any non-court ordered CLIENT referred to CONTRACTOR,  
24 ADMINISTRATOR will obtain a written consent from CLIENT for the observed  
25 collection of the urine sample.

26 2.2 ADMINISTRATOR will provide consultation and technical assistance,  
27 and will monitor the performance of CONTRACTOR in meeting the terms of this  
28 Agreement.

1 ADMINISTRATOR will evaluate CONTRACTOR's performance of the terms of  
2 this Agreement annually.

3 3. SERVICES

4 3.1 Referrals:

5 3.1.1 It is mutually understood that no minimum number of  
6 referrals is guaranteed, expressed or implied, under this Agreement.

7 3.1.2 CONTRACTOR agrees to provide urine collection and analysis  
8 for all CLIENTS referred by ADMINISTRATOR.

9 3.1.2.1 CONTRACTOR shall subcontract urine collection  
10 services with multiple third parties. CONTRACTOR shall ensure all  
11 subcontractors are trained and adhere to urine sample collection guidelines  
12 specified in Subparagraph 5.2. of this Exhibit A.

13 3.1.3 CONTRACTOR shall maintain a toll free fax line twenty-four  
14 (24) hours per day, seven (7) days per week to receive referral forms  
15 submitted by ADMINISTRATOR.

16 3.1.4 CONTRACTOR shall maintain an electronic referral system  
17 twenty-four (24) hours per day, seven (7) days per week, as an alternative  
18 method for ADMINISTRATOR to refer CLIENTS.

19 3.1.5 Referrals shall include, at a minimum, CLIENT's first and  
20 last name, CLIENT's date of birth, an identification number, schedule for  
21 testing (i.e., random or on-demand), account number, and the name and  
22 telephone number of the referring social worker.

23 3.1.5.1 "Random" testing means a CLIENT being selected  
24 by a scientifically valid random selection method for the purpose of  
25 submitting a urine sample for analysis on an unplanned and unpredictable  
26 basis.

27 3.1.5.2 "On-demand" testing means a CLIENT being  
28 referred for immediate, generally the same day, submittal of a urine sample

1 for analysis rather than or in addition to random or prescheduled, regular  
2 intervals.

3 3.1.6 ADMINISTRATOR may refer a client for on-demand testing  
4 with or without being enrolled in the random selection program. The frequency  
5 of testing for CLIENTS in a random selection program shall not be modified  
6 when a CLIENT is also referred for any number of on-demand tests.

7 3.2 Random Selection Program:

8 3.2.1 CONTRACTOR shall maintain enrollment of CLIENTS in a  
9 random selection program for the purpose of randomly selecting CLIENTS from  
10 two (2) up to eight (8) times per month to report for urine collection.  
11 CLIENTS may be referred, on an exceptional case-by-case basis, for random  
12 selection at fixed testing frequencies that may range from one (1) up to  
13 sixteen (16) times per month. ADMINISTRATOR will determine if a CLIENT must  
14 be tested at a fixed frequency rate and will advise CONTRACTOR, when the  
15 CLIENT is referred, what the fixed frequency rate is for the CLIENT.  
16 CONTRACTOR's program shall utilize a computer based, scientifically valid  
17 method of random selection in accordance with the U.S. Department of  
18 Transportation as well as industry and client specific standards.

19 3.2.2 CONTRACTOR shall use a code-a-color telephone system  
20 whereby CLIENTS enrolled in the random selection program shall be assigned a  
21 color upon enrollment. CONTRACTOR shall provide ADMINISTRATOR with the color  
22 designation for each enrolled CLIENT.

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

28 3.2.4 ADMINISTRATOR may authorize changes to a currently



1 enrolled CLIENT's drug testing frequency with written notification to  
2 CONTRACTOR.

3 3.3 On-Demand Testing Program:

4 3.3.1 CONTRACTOR shall maintain an electronic referral system  
5 for on-demand testing wherein COUNTY staff will input CLIENT information and  
6 the required time frame CLIENT is expected to report for testing. Upon data  
7 entry completion, CONTRACTOR's system will generate a Donor Pass which will  
8 automatically alert the designated collection facility of CLIENT's testing  
9 authorization.

10 3.3.2 ADMINISTRATOR will be responsible for informing CLIENT of  
11 the requirement to test on-demand and where to report for testing.

12 3.3.3 Upon collection completion, the collection is given an  
13 electronic status of "Completed." If the collection is not completed within  
14 the required time frame, the collection is given an electronic status of  
15 "Expired," and COUNTY will be electronically advised of the missed on-demand  
16 test.

17 4. FACILITIES

18 4.1 CONTRACTOR shall maintain, at all times, a minimum of ten (10)  
19 urine collection facilities throughout Orange County. The collection  
20 facilities shall offer a variety of extended service hours to serve male and  
21 female CLIENTS Monday through Saturday.

22 4.2 CONTRACTOR shall maintain multiple urine collection facilities,  
23 with extended service hours, in Los Angeles, Riverside, San Bernardino and San  
24 Diego counties to serve CLIENTS who reside outside of Orange County and are  
25 enrolled in the Random Selection Program.

26 4.3 CONTRACTOR shall coordinate services for each CLIENT residing  
27 outside of southern California and in other states when CONTRACTOR already has  
28 an established relationship with a urine collection facility located in or

1 near a CLIENT's city of residence outside of California.

2 4.4 COUNTY will not request CONTRACTOR to pursue a new relationship  
3 with a urine collection facility for the purpose of serving a CLIENT residing  
4 in a geographic area outside of southern California or another state.

5 4.5 CLIENTS shall have the option of providing a urine sample at any  
6 collection facility authorized to provide services under this Agreement.

7 4.6 Collection facilities may be closed for the following COUNTY  
8 holidays, established by the Orange County Board of Supervisors: New Year's  
9 Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day, Memorial  
10 Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving  
11 Day, Friday after Thanksgiving, and Christmas Day.

12 4.7 Each collection facility shall be located within a half mile of a  
13 bus stop.

14 4.8 Collection facilities shall be limited to locations which provide  
15 free parking or parking validation to CLIENTS.

16 4.9 Urine samples, as described in Subparagraph 5.2 of this Exhibit A,  
17 shall be collected at the following locations:

18 Concentra  
19 2121 S. Towne Centre Road, Suite 100  
20 Anaheim, CA 92806

21 Hours: Monday - Friday 7:00 a.m. to 7:00 p.m.  
22 females and males / no minors

23 Concentra  
24 640 South Placentia Avenue  
25 Placentia, CA 92870  
26 Hours: Monday - Friday 8:00 a.m. to 4:30 p.m.  
27 females and males / no minors

28 Huntington Beach Urgent Care  
17752 Beach Boulevard, Suite 203  
Huntington Beach, CA 92647  
Hours: Monday - Friday 8:00 a.m. to 6:30 p.m.  
Saturday 9:00 a.m. to 5:30 p.m.  
females only

1 Tustin Irvine Medical Group  
2 800 N. Tustin Avenue, #A  
3 Santa Ana, CA 92705  
4 Hours: Monday - Friday 8:00 a.m. to 10:30 p.m. females and males  
5 Saturday 8:00 a.m.- 4:30 p.m. females and males

6 Tustin Irvine Medical Group  
7 1530 East Edinger Avenue  
8 Santa Ana, CA 02705  
9 Hours: Monday - Friday 8:00 a.m. to 5:30 p.m. females  
10 Monday - Saturday 8:00 a.m. to 10:00 p.m. males

11 Tustin Irvine Medical Group  
12 15751 Rockfield  
13 Irvine, CA 92678  
14 Hours: Monday - Friday 8:00 a.m. to 5:00 p.m. females  
15 Monday - Saturday 8:00 a.m. to 10:00 p.m. males

16 Central Drug Systems, Inc.  
17 15460 Harbor Boulevard, Suite A  
18 Fountain Valley, CA 92708  
19 Hours: Monday - Friday 8:00 a.m. to 4:00 p.m.  
20 females and males

21 E&J Medical Services  
22 8840 Warner Avenue, Suite 100  
23 Fountain Valley, CA 92708  
24 Hours: Monday - Friday 8:00 a.m. to 6:00 p.m.  
25 Saturday 8:00 a.m. to 12:00 p.m.  
26 males and females

27 E&J Medical Services  
28 333 South Magnolia Avenue  
Anaheim, CA 92804  
Hours: Monday - Friday 8:00 a.m. to 8:00 p.m.  
Saturday 8:00 a.m. to 6:00 p.m.  
males and females

Southland Family Urgent Care  
27660 Santa Margarita Parkway  
Mission Viejo, CA 92691  
Hours: Monday - Friday 8:00 a.m. to 7:00 p.m.  
Saturday 8:00 a.m. to 3:00 p.m.  
females and males

1           4.9.1 CONTRACTOR shall provide ADMINISTRATOR a minimum of seven  
2 (7) business days written notice when any collection facility listed in  
3 Subparagraph 4.9 will be closed or when hours of operation are modified,  
4 excluding the holiday closures referenced in Subparagraph 4.6.

5           4.9.2 ADMINISTRATOR and CONTRACTOR may mutually agree in writing  
6 to change the facility(ies) and location(s) where services shall be provided,  
7 number of facilities, and the service delivery times.

8       5.     URINALYSIS TESTING

9           5.1 CONTRACTOR shall perform one (1) of the following tests for each  
10 CLIENT as requested by ADMINISTRATOR. The type of test shall be indicated on  
11 the referral form for each CLIENT.

12           5.1.1 Full screening and confirmation test for marijuana,  
13 cocaine, opiates, expanded opiates including oxycodone, phencyclidine,  
14 amphetamines, barbiturates, benzodiazepines, methadone, propoxyphene, alcohol  
15 or screen test for one or more of the drugs stated herein.

16           5.1.2 Screening and confirmation of one (1) specific designated  
17 drug described in Subparagraph 5.1.1 or alcohol.

18       5.2     Sample Collection:

19           5.2.1 CONTRACTOR shall verify that each CLIENT has been  
20 authorized for services through the referral process. CONTRACTOR shall  
21 administer drug testing to CLIENTS in strict compliance with the test type and  
22 frequency as specified on the referral.

23           5.2.2 CONTRACTOR shall refuse to test CLIENTS assigned to the  
24 Random Selection Program who appear on days for which they were not selected  
25 to report for testing and CLIENTS who have not been referred and approved for  
26 On-Demand Testing.

27           5.2.3 Collection of samples shall occur at CONTRACTOR's  
28 facilities.

1           5.2.4 Collection facilities staff shall verify CLIENT's identity  
2 by photo identification.

3           5.2.5 Trained CONTRACTOR staff of the same sex as CLIENT shall  
4 observe collection of all urine samples, at all collection facilities within  
5 Orange County, in order to avoid any deliberate attempts by CLIENT to  
6 contaminate or falsify samples. CONTRACTOR staff must have an unobstructed  
7 view of source of void. False samples shall be reported within twenty-four  
8 (24) hours in a format designated by ADMINISTRATOR.

9           5.2.6 All urine collections, regardless of CLIENT's age, must be  
10 observed.

11           5.2.7 Urine samples that do not fall within the normal  
12 temperature range shall be documented on the chain-of-custody form and sent to  
13 the laboratory for testing.

14           5.2.8 CONTRACTOR shall ensure custody control forms, customized  
15 specifically for ADMINISTRATOR, are maintained at each collection facility.

16           5.2.9 CONTRACTOR shall provide training for each urine  
17 collection facility capable of utilizing CONTRACTOR's electronic chain-of-  
18 custody processing system. Each collection facility will maintain an adequate  
19 supply of paper chain-of-custody forms as a back-up method in the event of  
20 technological difficulties.

21           5.2.10 CONTRACTOR shall provide all collection facilities used  
22 for services under this Agreement training and a copy of CONTRACTOR's Training  
23 Manual with detailed descriptions of the proper completion of paper chain-of-  
24 custody forms, and the electronic system, when applicable.

25           5.2.11 CONTRACTOR shall utilize established chain-of-custody  
26 procedures in the event legal questions arise, and to reduce the possibility  
27 of mislabeled samples. Such procedures shall include, but shall not be limited  
28 to, sealed specimen collection cups, tamper proof evidence tape on specimen

1 containers, tamper proof specimen bags, temperature strip on collection cup,  
2 bar codes and, when applicable, a signature and date of all staff handling  
3 specimen(s).

4 5.2.12 If CLIENT is unable to void, CLIENT will be advised of  
5 their option to make a second attempt, later in the day, as long as the second  
6 attempt occurs prior to 12:00 midnight on the required test date. If the  
7 CLIENT is unable to void after a second attempt, the collection is abandoned,  
8 and CLIENT will be reported as a no show.

9 5.2.13 CONTRACTOR shall ensure specimen integrity by visually  
10 inspecting all samples to evaluate color and clarity; evaluating the specimen  
11 pH to ascertain that it falls within an acceptable range. Each drug screen  
12 shall include creatinine and nitrite level tests to check for dilution and  
13 commercial adulterants.

14 5.2.13.1 Specimens with creatinine values less than 20.0  
15 mg/dl and greater than 5.0 mg/dl shall be tested for specific gravity using a  
16 three (3) decimal place refractometer on the initial aliquot. Specimens with  
17 creatinine in the range of 5.1 - 19.9 mg/dl and specific gravity equal to  
18 1.002 shall be reported as dilute.

19 5.2.14 CONTRACTOR shall arrange for urine specimens to be picked  
20 up from collection facilities on a daily basis, at no additional cost to  
21 COUNTY, Monday through Friday, for delivery to the laboratory. Urine  
22 specimens collected Monday through Friday shall arrive at the laboratory  
23 within twenty-four (24) hours after collection. Urine specimens collected  
24 between the hours of 5:00 p.m. on Friday through 12:00 midnight on Saturday  
25 shall be picked up from the collection facility for delivery to the  
26 laboratory, on the following Monday, excluding holidays referenced in  
27 Subparagraph 4.6.

28 5.2.15 CONTRACTOR shall provide lock boxes as needed.

1 5.2.16 CONTRACTOR shall provide all materials such as customized  
2 chain-of-custody forms, vials, gloves, labels, mailer cartons, etc., at no  
3 additional cost to COUNTY.

4 6. SAMPLE ANALYSIS

5 6.1 The minimum drug screening sensitivity limits are as follows:

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

6 6.2 Upon written request, CONTRACTOR shall provide drug testing for  
7 substance(s) not identified in Subparagraph 6.1 of this Exhibit A.

8 6.3 CONTRACTOR shall use a Food and Drug Administration (FDA) approved

1 immunoassay in the primary drug screening step. Once a presumptive screen-  
2 positive result has been obtained, confirmation by Gas Chromatography with  
3 Mass Spectrometry (GCMS) shall be used as the confirmatory test for all drugs;  
4 for urine ethanol, Gas Chromatography/Flame Ionization Detection (GC/FID).

5 6.4 A second confirmatory test, by means of a different analytical  
6 procedure, shall be required, at no additional cost to COUNTY, to rule out any  
7 false positives.

8 6.5 Upon COUNTY request, a minimum of ten (10) re-tests per month  
9 shall be provided at no additional cost to COUNTY.

10 7. REPORT OF FINDINGS

11 7.1 All test results shall be posted to CONTRACTOR's database, in a  
12 printer-friendly format, and shall be available to ADMINISTRATOR twenty-four  
13 (24) hours per day, seven (7) days per week via CONTRACTOR's internet site,  
14 which shall be secured via a Secure Sockets Layer connection, 2048 bit.

15 7.1.1 ADMINISTRATOR will not import test result data to its  
16 system for storing on hard drives or emailing reports as attachments and will  
17 use CONTRACTOR's website only to retrieve and print CLIENT and test result  
18 information referenced in Subparagraph 11.3.

19 7.1.2 CONTRACTOR's computer program shall allow for different  
20 levels of security for accessing data.

21 7.1.3 CONTRACTOR's computer program shall maintain a full audit  
22 trail for all entries in each accession record that includes, but shall not be  
23 limited to, each individual who entered or retrieved data at each chain-of-  
24 custody step.

25 7.2 Negative results shall be posted within twenty-four (24) hours  
26 upon the specimen's arrival at CONTRACTOR's testing laboratory.

27 7.3 Positive results shall be posted within twenty-four (24) to  
28 seventy-two (72) hours upon the specimen's arrival at CONTRACTOR's testing



1 laboratory.

2 7.4 Each individual report shall contain, at a minimum, the following  
3 information: CLIENT's name, CLIENT's identification number, assigned social  
4 worker's name, account number or program, collection date, testing date,  
5 report date, analysis of test result, detected substance(s) and quantitative  
6 levels of detected substance(s) when the test result is positive, and a  
7 notation of any testing irregularity, including but not limited to:

8 7.4.1 Urine specimen was not within normal temperature range at  
9 the time of the collection;

10 7.4.2 Specimen is diluted or adulterated; and

11 7.4.3 Specimen is not consistent with human urine.

12 7.5 CONTRACTOR shall amend, within twenty-four (24) hours upon  
13 notification from COUNTY, an error identified on CONTRACTOR's website  
14 involving CLIENT data. Errors may include but are not limited to:

15 7.5.1 Misspelling of a CLIENT's name;

16 7.5.2 The name of the assigned social worker; and

17 7.5.3 Account number under which the record is listed.

18 7.6 A copy of the chain-of-custody form shall be posted to  
19 CONTRACTOR's website for each specimen collection.

20 7.7 Acceptable range for creatinine and specific gravity of urine  
21 samples shall be reported with results adjacent for reference.

22 8. SAMPLE STORAGE

23 8.1 All negative samples shall be stored at room temperature,  
24 consistent with industry standards, for a minimum period of three (3) business  
25 days. All positive samples shall be frozen and stored for a minimum period of  
26 one (1) year. COUNTY may periodically request a random selection of up to  
27 four (4) samples per quarter from storage, with test results, for analysis by  
28 a Substance Abuse and Mental Health Services Administration certified

1 laboratory within CONTRACTOR's network as a means of quality control, at no  
2 additional cost to COUNTY.

3 9. ADDITIONAL CONTRACTOR RESPONSIBILITIES

4 CONTRACTOR agrees to:

5 9.1 Provide interpretation of test results within two (2) business  
6 days of initial request by ADMINISTRATOR.

7 9.2 Appear and testify at Orange County Juvenile Court hearings, when  
8 subpoenaed.

9 9.3 Maintain safeguards set by ADMINISTRATOR to ensure confidentiality  
10 of CLIENTS and test results.

11 9.4 Pay for all shipping and delivery costs related to services  
12 required under this Agreement.

13 9.5 Provide annual, in-person training sessions, at a minimum of two  
14 (2) hours per session, for COUNTY staff, as requested by ADMINISTRATOR, at  
15 COUNTY location(s) to be mutually agreed upon by both parties. Training shall  
16 include, but not be limited to, urine collection and chain of custody  
17 procedures, laboratory procedures and testing methods, current trends, and  
18 culture of substance abusers. Training topics shall be mutually agreed upon  
19 prior to each training session.

20 9.6 Provide updated materials when changes occur to CONTRACTOR's  
21 website that will impact how COUNTY accesses the data required by this  
22 Agreement.

23 9.7 Conduct a semi-annual, in-person quality assurance review of each  
24 collection facility, referenced in Subparagraph 4.9 of this Exhibit A, and  
25 provide applicable training when necessary, to ensure collection facility  
26 staff are trained on the contractual obligations for service delivery to CFS  
27 clients. CONTRACTOR shall provide COUNTY a written summary of each visit.

28 9.8 Meet with ADMINISTRATOR on a quarterly basis, on dates mutually

1 agreed upon by both parties, to review service delivery issues.

2 9.8.1 Provide a local Service Delivery Coordinator, who is  
3 available 8:00 a.m. - 5:00 p.m., Pacific Standard Time, Monday through  
4 Friday, to act as a liaison for service delivery issues.

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

8 9.10 In an effort to maintain public awareness of the Safely  
9 Surrendered Baby law (California Health and Safety Code Section 1255.7),  
10 CONTRACTOR must post Safely Surrendered Baby posters in the reception area of  
11 every office where clients are served.

12 9.11 Cooperate with ADMINISTRATOR in establishing and meeting  
13 performance outcomes as they may be developed and implemented throughout the  
14 term of this Agreement.

15 10. RECORDS

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

18 10.1 ADMINISTRATOR referral.

19 10.2 Name and date of birth of CLIENT.

20 10.3 Unique CLIENT identification number.

21 10.4 Dates of service.

22 10.5 Failure to appear dates.

23 10.6 Type of tests performed.

24 10.7 Test results.

25 11. REPORTS

26 11.1 In addition to the Report of Findings specified in Paragraph 7 of  
27 this Exhibit A, CONTRACTOR shall prepare and submit to ADMINISTRATOR, via  
28 ADMINISTRATOR's extranet, the following reports:

1           11.1.1 A weekly report that shall include, but not be limited to,  
2 the names and dates of birth of all CLIENTS currently enrolled in the random  
3 selection program, their identification number, account number under which  
4 each CLIENT is enrolled, the name of each CLIENT's assigned social worker,  
5 color assignment, and service start date.

6           11.1.2 A monthly invoice report that shall include, but not be  
7 limited to, the names of all CLIENTS served during the month, their urine  
8 collection dates, urine sample identification and control numbers, CLIENT  
9 identification numbers, description of services billed, and the fee of each  
10 service billed.

11           11.1.3 A daily report of CLIENTS who failed to appear for random  
12 testing, when applicable. The report title shall include the date of the  
13 actual failure(s) to appear, and shall not include the date the samples were  
14 pooled or the date the report was generated. The report shall be submitted  
15 seven (7) calendar days after each required test date.

16           11.1.4 In addition to the Report of Findings specified in  
17 Paragraph 7 of this Exhibit A, CONTRACTOR shall prepare and submit to  
18 ADMINISTRATOR a monthly written report that shall include, but not be limited  
19 to:

20           11.1.5 Number of urine specimen collections resulting from the  
21 Random Selection Program,

22           11.1.6 Number of tests completed,

23           11.1.7 Number of diluted samples,

24           11.1.8 Number of adulterated samples,

25           11.1.9 Number of negative results,

26           11.1.10 Number of positive confirmations, and

27           11.1.11 A breakdown of substances confirmed in positive results.

28           11.2 The data of each monthly report referenced in Subparagraph 11.1.4

1 shall cover the period from the first day to the last day of each calendar  
2 month.

3 11.3 Reports accessible on CONTRACTOR's website including:

4 11.3.1 A daily report of CLIENTS who failed to appear for random  
5 testing, when applicable. The report title shall include the date of the  
6 actual failure(s) to appear, and shall not include the date the samples were  
7 pooled or the date the report was generated.

8 11.3.2 An individual report for every CLIENT's urine collection  
9 and resulting analysis. The report shall include, but not be limited to  
10 CLIENT's name, CLIENT's identification number, assigned social worker's name,  
11 account number under which CLIENT was enrolled, collection date, testing date  
12 and report date, and the analysis of test results.

13 11.4 CONTRACTOR shall complete a Special Incident Report (SIR), in the  
14 event there is any incident of unusual, aggressive or high-risk behavior by a  
15 CLIENT, or there are any injuries suffered by any party during the service  
16 delivery, or to report suspicious or unusual test taking circumstances,  
17 provided CONTRACTOR observes or is made aware of any incidents of unusual,  
18 aggressive or high-risk behavior by a CLIENT, or CONTRACTOR observes or is  
19 made aware of any injuries suffered by any party during the service delivery,  
20 or when CONTRACTOR observes or is made aware of any reports of suspicious or  
21 unusual test taking circumstances.

22 11.4.1 CONTRACTOR shall use the SIR form provided by  
23 ADMINISTRATOR.

24 11.4.2 CONTRACTOR shall fax SIR to ADMINISTRATOR within twenty-  
25 four (24) hours of incident that clearly identifies specific information  
26 regarding the special incident.

27 11.5 Reports shall be prepared in a format approved by ADMINISTRATOR.  
28 ADMINISTRATOR may, in its sole discretion, add, delete, waive or otherwise

1 modify reporting requirements as stated in this Paragraph.

2 12. STAFF

3 CONTRACTOR shall provide the following described staff positions:

4 12.1 Laboratory Director

5 Duties:

6 12.1.1 Responsible for the day-to-day operations of the  
7 laboratory and its staff.

8 Qualifications:

9 12.1.2 Bachelor of Science degree and five (5) to seven (7) years  
10 of experience in all laboratory functions.

11 12.2 Service Delivery Coordinator

12 Duties:

13 12.2.1 Acts as liaison with COUNTY for any/all programmatic  
14 issues and concerns.

15 Qualifications:

16 12.2.2 Four (4) years pf experience working within the  
17 occupational drug testing industry; two (2) of the four (4) years shall be at  
18 the management level.

19 12.3 Collector

20 Duties:

21 12.3.1 Identify CLIENT with picture identification card, properly  
22 complete the chain-of-custody procedure, provide instruction to CLIENT on  
23 collection procedure, observe collection of urine, and properly identify, seal  
24 and package specimen.

25 Qualifications:

26 12.3.2 High school diploma.

27 12.4 Accessioner

28 Duties:

1           12.4.1 Initiate internal chain-of-custody when receiving the  
2 specimen into the laboratory after verifying the barcode with the chain-of-  
3 custody and aliquot specimen for internal testing.

4           Qualifications:

5           12.4.2 High school diploma or equivalent.

6           12.5 Screening Technician/Technologist

7           Duties:

8           12.5.1 Responsible for the initial analysis of urine specimens;  
9 must understand how to operate laboratory instruments, analyze instrument  
10 problems, read data results and must continue the internal chain-of-custody  
11 process.

12           Qualifications:

13           12.5.2 Technician - High School diploma.

14           12.5.3 Technologist - Bachelor of Science degree.

15           12.6 Extractions Technician/Technologist

16           Duties:

17           12.6.1 Perform liquid and solid-phase extraction of drugs from a  
18 urine matrix for specimens that are initially screened positive and follow  
19 chain-of-custody procedures.

20           Qualifications:

21           12.6.2 Technician - High school diploma.

22           12.6.3 Technologist - Bachelor of Science degree.

23           12.7 Gas Chromatography Mass Spectrometry (GC/MS) Operator

24           Duties:

25           12.7.1 Analyze specimens requiring confirmation, perform  
26 maintenance on the GC/MS and GC/FID instruments, and follow chain-of-custody  
27 procedures.

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1                   Qualifications:

2                   12.7.2 Bachelor of Science degree.

3                   12.8 Certifying Scientist

4                   Duties:

5                   12.8.1 Review specimen data and reporting functions, trained to  
6 assist in answering questions about specimen results, and represent the lab in  
7 court, if needed.

8                   Qualifications:

9                   12.8.2 Bachelor of Science degree.

10                  12.9 Upon the request of ADMINISTRATOR, CONTRACTOR agrees to send  
11 appropriate staff to attend an orientation session and subsequent training  
12 sessions given by ADMINISTRATOR.

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