

Contract Summary

- This contract does not include subcontractors or pass through to other providers.**
- This contract includes the following subcontractors or pass through to other providers.**

Contract Operating Expenses

18. PAYMENTS

18.1 Allowable Costs and Usage:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price listed stated in Subparagraphs 18.1.1 through 18.1.3 of this Agreement, regardless of the number of referrals from COUNTY.

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

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

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

18.2 No payments will be made for the following:

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

18.2.2 Administrative and personnel costs.

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

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

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

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

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

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

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

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