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THIS AGREEMENT is made and entered into this 9th day of June, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Avertest LLC, dba Averhealth**, a Limited Liability Company whose address is 2916 W. Marshall Street, Suite A, Richmond, VA 23230, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY desires to enter into an agreement with the CONTRACTOR for the purpose of providing a random drug testing program for families involved with Child Welfare; and

WHEREAS, CONTRACTOR has the qualified personnel, facilities and resources to provide services desired by COUNTY;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY’S Request for Proposal (RFP) No. 20-045 dated February 21, 2020 and Addendum No. One (1), dated March 10, 2020 hereinafter collectively referred to as COUNTY’S RFP 20-045, and CONTRACTOR’S response to said RFP, all incorporated herein and by reference made part of this Agreement.

C. In the event of any inconsistency among the documents described in Paragraph 1.A and 1.B herein above, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto; 2) to COUNTY’S RFP 20-045; and 3) to CONTRACTOR’S Response to RFP. A copy of COUNTY’S RFP 20-045 and CONTRACTOR’S response shall be retained and made available during the term of this Agreement by COUNTY’S Department of Social Services (DSS).

D. In the event of the termination or expiration of this Agreement in accordance with

1 Section Three (3) of this Agreement, CONTRACTOR shall provide transitional services to clients
2 currently receiving services, working with DSS staff and/or COUNTY'S contracted vendor(s).
3 Transitional services shall include, but not limited to the transfer of client records and shall not exceed a
4 maximum of thirty (30) days. This section of the Agreement shall survive thirty (30) days from the
5 expiration or written termination date of this Agreement.

6 **2. TERM**

7 The term of this Agreement shall be for a period of three (3) years, commencing on July 1,
8 2020 to June 30, 2023.

9 This Agreement may be extended for two (2) additional consecutive twelve (12) month
10 periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next
11 twelve (12) month extension period. The DSS Director or designee is authorized to execute such written
12 approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

13 **3. TERMINATION**

14 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
15 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
16 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
17 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

18 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
19 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 20 1) An illegal or improper use of funds;
- 21 2) A failure to comply with any term of this Agreement;
- 22 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 23 4) Improperly performed service.

24 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
25 of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
26 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the
27 breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to
28 the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment

1 of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
2 shall promptly refund any such funds upon demand.

3 C. Without Cause - Under circumstances other than those set forth above, this
4 Agreement may be terminated by CONTRACTOR or COUNTY upon the giving of thirty (30) days advance
5 written notice of an intention to terminate the Agreement.

6 **4. COMPENSATION**

7 For actual services provided as identified in the terms and conditions of this Agreement,
8 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
9 compensation in accordance with Exhibit B, attached here to and by this reference incorporated herein.

10 In no event shall compensation for services performed under this Agreement be in excess of
11 Five Hundred Forty-One Thousand Dollars (\$541,000) for the period of July 1, 2020 to June 30, 2021. In
12 no event shall compensation for services performed under this Agreement be in excess of Five Hundred
13 Fifty-Five Thousand Dollars (\$555,000) for the period of July 1, 2021 to June 30, 2022. In no event shall
14 compensation for services performed under this Agreement be in excess of Five Hundred Sixty-Nine
15 Thousand Dollars (\$569,000) for the period of July 1, 2022 to June 30, 2023. Should the term of this
16 Agreement be extended for one (1) additional year, in no event shall compensation for services performed
17 under this Agreement be in excess of Five Hundred Eighty-Four Thousand Dollars (\$584,000) for the
18 period of July 1, 2023 to June 30, 2024. Should the term of this Agreement be extended for a second
19 additional year, in no event shall compensation for services performed under this Agreement be in excess
20 of Five Hundred Ninety-Nine Thousand Dollars (\$599,000) for the period of July 1, 2024 to June 30, 2025.
21 The cumulative total of this agreement shall not be in excess of Two Million, Eight-Hundred Forty-Eight
22 Thousand Dollars (\$2,848,000). It is understood that all expenses incidental to CONTRACTOR'S
23 performance of services under this Agreement shall be borne by the CONTRACTOR.

24 Except as provided below regarding State payment delays, payments by COUNTY shall be
25 in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
26 verification and approval of CONTRACTOR'S invoices by DSS. If CONTRACTOR should fail to comply
27 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.
28 All final claims shall be submitted by CONTRACTOR within sixty (60) days following the final month of

1 service for which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond
2 the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant
3 to the terms and conditions of this Agreement shall automatically revert to COUNTY.

4 The services provided by CONTRACTOR under this Agreement are funded in whole or in
5 part by the State of California. In the event that funding for these services is delayed by the State Controller,
6 COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed
7 the amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral by
8 COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus
9 forty-five (45) days.

10 **5. INVOICING**

11 CONTRACTOR shall invoice COUNTY'S DSS in arrears by the tenth (10th) of each month
12 for actual expenses incurred and services rendered in the previous month to:

13 DSSInvoices@fresnocountyca.gov.

14 At the discretion of COUNTY'S DSS Director or designee, if an invoice is incorrect or is
15 otherwise not in proper form or substance, COUNTY'S DSS Director or designee shall have the right to
16 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior
17 written notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of
18 ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period the
19 invoice(s) is still not corrected to COUNTY'S DSS satisfaction, COUNTY'S DSS Director or designee may
20 elect to terminate this Agreement, pursuant to the termination provisions stated in Section Three (3),
21 subparagraph C of this Agreement, or the COUNTY may elect to terminate this Agreement, pursuant to the
22 termination provisions stated in Paragraph Three (3) of this Agreement. In addition, for invoices received
23 ninety (90) days after the expiration of each term of this Agreement or termination of this Agreement, at the
24 discretion of COUNTY'S DSS Director or designee, COUNTY'S DSS shall have the right to deny payment
25 of any additional invoices received.

26 **6. INDEPENDENT CONTRACTOR:**

27 In performance of the work, duties and obligations assumed by CONTRACTOR under this
28 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the

1 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
2 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
3 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
4 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
5 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
6 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

7 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
8 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
9 thereof.

10 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
11 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
12 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee
13 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all
14 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security
15 withholding and all other regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
17 Agreement.

18 **7. MODIFICATION**

19 A. Any matters of this Agreement may be modified from time to time by the written
20 consent of all the parties without, in any way, affecting the remainder.

21 B. Notwithstanding the above, changes to the rates may be made upon notification by
22 CONTRACTOR to COUNTY as specified in Exhibit B. Rate changes shall not result in any change to the
23 maximum annual compensation amount payable to CONTRACTOR, as stated herein.

24 C. CONTRACTOR hereby agrees that a reduction to the maximum compensation set
25 forth in Section Four (4) of this Agreement may be necessitated by a reduction in funding from State and/or
26 Federal sources. In such event, COUNTY'S DSS Director or designee may reduce the maximum
27 compensation under this Agreement upon written notice to CONTRACTOR. CONTRACTOR further
28 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative

1 bodies, which affect the provisions.

2 **8. HOLD HARMLESS**

3 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
4 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
5 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
6 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
7 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
8 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
9 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,
10 agents, or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY for
11 Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the part of
12 CONTRACTOR.

13 **9. INSURANCE**

14 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
15 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
16 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
17 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

18 A. Commercial General Liability

19 Commercial General Liability Insurance with limits of not less than Two Million
20 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million
21 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.
22 COUNTY may require specific coverages including completed operations, products
23 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or
24 any other liability insurance deemed necessary because of the nature of this
25 contract.

26 B. Automobile Liability

27 Comprehensive Automobile Liability Insurance with limits of not less than One
28 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property
damages. Coverage should include any auto used in connection with this
Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars

1 (\$3,000,000.00) annual aggregate.

2 D. Worker's Compensation

3 A policy of Worker's Compensation insurance as may be required by the California
4 Labor Code.

5 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
6 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
7 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
8 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
9 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
10 provided under CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed without
11 a minimum of thirty (30) days advance written notice given to COUNTY.

12 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
13 employees any amounts paid by the policy of worker's compensation insurance required by this
14 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
15 necessary to accomplish such waiver of subrogation, but CONTRACTOR'S waiver of subrogation under
16 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

17 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
18 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
19 foregoing policies, as required herein, to the County of Fresno, Department of Social Services at 205 W.
20 Pontiac Way, Clovis, CA 93612, Attention: Contract Analyst, stating that such insurance coverage have
21 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
22 responsible for any premiums on the policies; that for such worker's compensation insurance the
23 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any
24 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
25 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
26 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
27 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
28 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess

1 only and not contributing with insurance provided under CONTRACTOR'S policies herein; and that this
2 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
3 given to COUNTY.

4 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
5 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
6 Agreement upon the occurrence of such event.

7 All policies shall be issued by admitted insurers licensed to do business in the State of
8 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
9 rating of A FSC VII or better.

10 **10. SUBCONTRACTS**

11 CONTRACTOR shall obtain written approval from COUNTY or COUNTY'S DSS Director, or
12 designee before assigning or subcontracting any of its rights or duties under this Agreement. COUNTY
13 hereby approves CONTRACTOR subcontracting with Quest Laboratories to provide services at the
14 Coalinga, Selma and Kerman sites. Any transferee, assignee or subcontractor will be subject to all
15 applicable provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR
16 shall be held primarily responsible by COUNTY for the performance of any transferee, assignee or
17 subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractors by
18 CONTRACTOR shall not entitle CONTRACTOR to any additional compensation than is provided for under
19 this Agreement.

20 **11. CONFLICT OF INTEREST**

21 No officer, employee or agent of COUNTY who exercises any function or responsibility for
22 planning and carrying out of the services provided under this Agreement shall have any direct or indirect
23 personal financial interest in this Agreement. In addition, no employee of COUNTY shall be employed by
24 CONTRACTOR to fulfill any contractual obligations with COUNTY. CONTRACTOR shall comply with all
25 Federal, State and local conflict of interest laws, statutes and regulations, which shall be applicable to all
26 parties and beneficiaries under this Agreement and any officers, employee or agent of COUNTY.

27 **12. NON-DISCRIMINATION**

28 During the performance of this Agreement CONTRACTOR, shall not unlawfully discriminate

1 against any employee or applicant for employment, or recipient of services, because of ethnic group
2 identification, gender, gender identity, gender expression, sexual orientation, color, physical disability,
3 mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious
4 creed, pursuant to all applicable State of California and Federal statutes and regulations.

5 **13. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

6 CONTRACTOR shall ensure that its employment recruitment efforts, including
7 administrative and professional staff positions, are carried out so as to adequately reflect the cultural and
8 ethnic diversity of the population of Fresno County. CONTRACTOR shall use its best efforts to serve all
9 cultural and ethnic groups residing in Fresno County. CONTRACTOR employment efforts will be
10 monitored by COUNTY at periodic intervals.

11 **14. LIMITED ENGLISH PROFICIENCY (LEP)**

12 CONTRACTOR shall provide interpreting and translation services to persons participating in
13 CONTRACTOR'S services who have limited or no English language proficiency, including services to
14 persons who are deaf or blind. Interpreters and translation services shall be provided as necessary to allow
15 such participants meaningful access to the programs, services and benefits provided by CONTRACTOR.
16 Interpreter and translations services, including translation of CONTRACTOR'S "vital documents" (those
17 documents that contain information that is critical for accessing CONTRACTOR'S services or are required
18 by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any
19 employee, agents, subcontractors, or partner who interpret or translate for a program participant, or who
20 directly communicate with a program participant in a language other than English, demonstrate proficiency
21 in the participant's language and can effectively communicate any specialized terms and concepts peculiar
22 to CONTRACTOR'S services.

23 **15. CONFIDENTIALITY**

24 All services performed by CONTRACTOR under this Agreement shall be in strict
25 conformance with all applicable Federal, State of California, and / or local laws and regulations relating to
26 confidentiality.

27 **16. DATA SECURITY**

28 For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure

1 of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or
2 disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with
3 COUNTY for the purpose of providing services under this Agreement must employ adequate data security
4 measures to protect the confidential information provided to CONTRACTOR by COUNTY, including but not
5 limited to the following:

6 A. CONTRACTOR-Owned Mobile/Wireless/Handheld Devices may not be connected
7 to COUNTY networks via personally owned mobile, wireless or handheld devices, except when authorized
8 by COUNTY for telecommuting and then only if virus protection software currency agreements are in place,
9 and if a secure connection is used.

10 B. CONTRACTOR-Owned Computers or Computer Peripherals may not be brought
11 into COUNTY for use, including and not limited to mobile storage devices, without prior authorization from
12 COUNTY'S Chief Information Officer or her designee. Data must be stored on a secure server approved
13 by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of
14 secure connection of this type if any data is approved to be transferred.

15 C. County-Owned Computer Equipment – CONTRACTOR or anyone having an
16 employment relationship with COUNTY may not use COUNTY computers or computer peripherals on non-
17 COUNTY premises without prior authorization from COUNTY'S Chief Information Officer or her designee.

18 D. CONTRACTOR may not store COUNTY'S private, confidential or sensitive data on
19 any hard-disk drive.

20 E. CONTRACTOR is responsible to employ strict controls to insure the integrity and
21 security of COUNTY'S confidential information and to prevent unauthorized access to data maintained in
22 computer files, program documentation, data processing systems, data files and data processing
23 equipment which stores or processes COUNTY data internally and externally.

24 F. Confidential client information transmitted to one party by the other by means of
25 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT
26 or higher. Additionally, a password or pass phrase must be utilized.

27 G. CONTRACTOR is responsible to immediately notify COUNTY of any breaches or
28 potential breaches of security related to COUNTY'S confidential information, data maintained in computer

1 files, program documentation, data processing systems, data files and data processing equipment which
2 stores or processes COUNTY data internally or externally.

3 H. In the event of a breach of security related to COUNTY'S confidential client
4 information provided to CONTRACTOR, COUNTY will manage the response to the incident, however,
5 CONTRACTOR will be responsible to issue any notification to affected individuals as required by law or as
6 deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs
7 incurred as a result of providing the required notification.

8 **17. CLEAN AIR AND WATER**

9 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
10 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders, or requirements
11 issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq.; the Clean Water Act contained in
12 33 U.S. Code 1368 et seq.; and any standards, laws, and regulations promulgated thereunder. Under
13 these laws and regulations, CONTRACTOR shall assure:

14 A. No facility shall be utilized in the performance of the Agreement that has been listed
15 on the Environmental Protection Agency (EPA) list of Violating Facilities;

16 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any
17 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized
18 in the performance of this Agreement is under consideration to be listed on the EPA list of Violating
19 Facilities;

20 C. COUNTY and U.S. EPA shall be notified about any known violation of the above
21 laws and regulations; and

22 D. This assurance shall be included in every nonexempt subgrant, contract, or
23 subcontract.

24 **18. DRUG-FREE WORKPLACE REQUIREMENTS**

25 For purposes of this paragraph, CONTRACTOR will be referred to as the "grantee". By
26 drawing funds against this grant award, the grantee is providing the certification that is required by
27 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These
28 regulations require certification by grantees that they will maintain a drug-free workplace. False certification

1 or violation of the certification shall be grounds for suspension of payments, suspension or termination of
2 grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the
3 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.)

4 **19. CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, INELIGIBILITY AND**
5 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSITIONS**

6 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be used
7 under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as
8 the "prospective recipient".

9 B. This certification is required by the regulation implementing Executive Order 12549,
10 Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant's responsibilities.

11 1) The prospective recipient of Federal assistance funds certified by entering
12 into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for
13 debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal
14 department or agency.

15 2) The prospective recipient of funds agrees by entering into this Agreement,
16 that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,
17 suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless
18 authorized by the Federal department or agency with which this transaction originated.

19 3) Where the prospective recipient of Federal assistance funds is unable to
20 certify to any of the statements in this certification, such prospective participant shall attach an explanation
21 to this Agreement.

22 4) The prospective recipient shall provide immediate written notice to COUNTY
23 if at any time prospective recipient learns that its certification in Paragraph 19 of this Agreement was
24 erroneous when submitted or has become erroneous by reason of changed circumstances.

25 5) The prospective recipient further agrees that by entering into this Agreement,
26 it will include a clause identical to Paragraph 19 of this Agreement and titled "Certification Regarding
27 Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", in all
28 lower tier covered transactions and in all solicitations for lower tier covered transaction.

1 6) The certification in Paragraph 19 of this Agreement is a material
2 representation of fact upon which COUNTY relied in entering into this Agreement.

3 **20. DISCLOSURE OF SELF DEALING TRANSACTIONS**

4 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-
5 profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its
6 status to operate as a corporation.

7 Members of the CONTRACTOR'S Board of Directors shall disclose any self-dealing
8 transactions that they are a party to while CONTRACTOR is providing goods or performing services under
9 this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
10 and in which one or more of its directors has a material financial interest. Members of the Board of
11 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
12 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and by this reference incorporated
13 herein, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
14 immediately thereafter.

15 **21. ACKNOWLEDGEMENT**

16 CONTRACTOR shall acknowledge in all public relations activates, materials and
17 publications that the COUNTY is the funding source for services to be provided through this Agreement.

18 **22. POLITICAL ACTIVITY**

19 None of the funds, materials, property or services provided directly or indirectly under this
20 Agreement shall be used for any political activity, or to further the election or defeat of any candidate for
21 public office.

22 **23. LOBBYING ACTIVITY**

23 None of the funds provided under this Agreement shall be used for publicity, lobbying or
24 propaganda purposes designed to support or defeat legislation pending in the Congress of the United
25 States of America or the Legislature of the State of California.

26 **24. STATE ENERGY CONSERVATION**

27 CONTRACTOR shall recognize the mandatory standard and policies relating to energy
28 efficiency in the State Energy Conservation Plan as required by the United States Energy Policy and

1 Conservation Act (42 U.S.C. section 6201, et seq).

2 **25. FRATERNIZATION**

3 CONTRACTOR shall establish procedures addressing fraternization between
4 CONTRACTOR staff and clients. Such procedures will include provisions for informing CONTRACTOR
5 staff and clients regarding fraternization guidelines.

6 **26. INTERPRETATION OF LAWS AND REGULATIONS**

7 COUNTY reserves the right to make final interpretations or clarifications on issues relating
8 to Federal and State laws and regulations, to ensure compliance.

9 **27. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

10 COUNTY, its officers, consultants, subcontractors, agents and employees shall comply with
11 all applicable State, Federal and local laws and regulations governing projects that utilize Federal Funds.

12 **28. RECORDS**

13 A. Record Establishment and Maintenance

14 CONTRACTOR shall establish and maintain records in accordance with those requirements
15 prescribed by COUNTY, with respect to all matters covered by this Agreement. CONTRACTOR shall
16 retain all fiscal books, account records and client files for services performed under this Agreement for at
17 least three (3) years from date of final payment under this Agreement or until all State and Federal audits
18 are completed for that fiscal year, whichever is later.

19 B. Cost Documentation

20 1) CONTRACTOR shall submit to COUNTY within fifteen (15) calendar days
21 following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall also
22 furnish to COUNTY such statements, records, data and information as COUNTY may request pertaining to
23 matters covered by this Agreement. In the event that CONTRACTOR fail to provide reports as provided
24 herein, it shall be deemed sufficient cause for COUNTY to withhold payments until compliance is
25 established.

26 2) All costs shall be supported by properly executed payrolls, time records, invoices,
27 vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and
28 they shall be clearly identified and readily accessible. The support documentation must indicate the line

1 budget account number to which the cost is charged.

2 3) COUNTY shall notify CONTRACTOR in writing within thirty (30) days of any
3 potential State or Federal audit exception discovered during an examination. Where findings indicate that
4 program requirements are not being met and State or Federal participation in this program may be
5 imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days of
6 receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY'S intent to
7 terminate this Agreement.

8 C. Service Documentation

9 CONTRACTOR agrees to maintain records to verify services under this Agreement
10 including names and addresses of clients served, the dates of service and a description of services
11 provided on each occasion. These records and any other documents pertaining in whole or in part to this
12 Agreement shall be clearly identified and readily accessible.

13 D. Use of Data

14 CONTRACTOR shall grant to COUNTY and the United States Department Health and
15 Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish,
16 translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for any
17 purpose whatsoever and to authorize others to do so, all subject data now or hereafter covered by
18 copyright. However, with respect to subject data not originated in the performance of this Agreement, such
19 license shall be only to the extent that CONTRACTOR have the right to grant such licenses without
20 becoming liable to pay any compensation to others because of such grants. CONTRACTOR shall exert all
21 reasonable effort to advise COUNTY at time of delivery of subject data furnished under this Agreement, of
22 all possible invasions of the right of privacy therein contained, and of all portions of such subject data
23 copied from work not composed or produced in the performance of this Agreement and not licensed under
24 this provision.

25 As used in this clause, the term "Subject Data" means writing, sound recordings, pictorial
26 reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work
27 flow charts, equipment descriptions, data files and data processing of computer programs, and works of
28 any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed

1 under this Agreement. The term does not include financial reports, cost analyses and similar information
2 incidental to contract administration.

3 CONTRACTOR shall report to COUNTY promptly and in written detail, each notice of claim
4 of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this
5 Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed,
6 COUNTY shall have the right at any time to modify, remove, obliterate or ignore such markings.

7 COUNTY shall have access to any report, preliminary findings or data assembled by
8 CONTRACTOR under this Agreement. In addition, CONTRACTOR must receive written permission from
9 COUNTY prior to publication of any materials developed under this Agreement and file with COUNTY a
10 copy of all educational and training materials, curricula, audio/visual aids, printed material and periodicals,
11 assembled pursuant to this Agreement prior to publication.

12 **29. SINGLE AUDIT CLAUSE**

13 As a subrecipient of Federal financial assistance, CONTRACTOR agrees to provide copies
14 of their audit reports, performed in accordance with the requirements of the Single Audit Act of 1984 (31
15 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110,
16 A-122 and A-133), to the County of Fresno. Such audits shall be delivered to COUNTY'S DSS, for review
17 not later than nine (9) months after the close of the CONTRACTOR'S fiscal year in which the funds
18 supplied through this Agreement are expended and/or received for this program. The audits must include a
19 statement of findings or a statement that there were no findings. If there were negative findings,
20 CONTRACTOR must include a corrective action plan signed by an authorized individual. Failure to comply
21 with this Act may result in COUNTY performing the necessary audit tasks, or, at COUNTY'S option,
22 contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are
23 the sole responsibility of CONTRACTOR who agree to take corrective actions to eliminate any material
24 noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY under
25 this paragraph shall be billed at COUNTY cost as determined by COUNTY'S Auditor-Controller/Treasurer-
26 Tax Collector.

27 **30. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

28 To the extent necessary to prevent disallowance of reimbursement under section 1861 (v)

1 (1) (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years
2 after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written
3 request to the Secretary of the United States Department of Health and Human Services, or upon request
4 to the Comptroller General of the United States General Accounting Office, or any of their duly authorized
5 representatives, a copy of this Agreement and such books, documents, and records as are necessary to
6 certify the nature and extent of the costs of these services provided by CONTRACTOR under this
7 Agreement. CONTRACTOR further agree that in the event CONTRACTOR carries out any of their duties
8 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars
9 (\$10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall
10 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services
11 pursuant to such subcontract, the related organizations shall make available, upon written request to the
12 Secretary of the United Sates General Accounting Office, or any of their duly authorized representatives, a
13 copy of such subcontract and such books, documents, and records of such organization as are necessary
14 to verify the nature and extent of such costs and regulations.

15 **31. CHILD ABUSE REPORTING**

16 CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of
17 CONTRACTOR'S employees, volunteers, consultants, subcontractor or agents performing services under
18 this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies
19 set forth in Penal Code Section 11165.9. This procedure shall include having all of CONTRACTOR'S
20 employees, volunteers, consultants, subcontractor or agents performing services under this Agreement
21 sign a statement that he or she knows of and will comply with the reporting requirements set forth in Penal
22 Code Section 11166. The statement to be utilized by CONTRACTOR is set forth in Exhibit D, attached
23 hereto and by this reference incorporated herein.

24 **32. CHARITABLE CHOICE**

25 CONTRACTOR may not discriminate in its program delivery against a client or potential
26 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively
27 participate in a religious practice. Any specifically religious activity or service made available to individuals
28 by CONTRACTOR must be voluntary as well as separate in time and location from County funded activities

1 and services. CONTRACTOR shall inform COUNTY as to whether it is faith-based. If CONTRACTOR
2 identifies as faith-based it must submit to DSS a copy of its policy on referring individuals to an alternate
3 treatment provider and include a copy of this policy in its client admission forms. The policy must inform
4 individuals that they may be referred to an alternative provider if they object to the religious nature of the
5 program and include a notice to DSS. Adherence to this policy will be monitored during annual site
6 reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year
7 CONTRACTOR will be required to report to DSS the number of individuals who requested referrals to
8 alternate providers based on religious objection.

9 **33. PERSONNEL DISCLOSURE**

10 CONTRACTOR shall make available to COUNTY a current list of all personnel providing
11 services hereunder. Changes to this list will be immediately provided to COUNTY in writing. The list shall
12 provide the following information:

13 A. All full or part-time staff positions by title whose direct services are required to
14 provide the programs described herein;

15 B. A brief description of the functions of each such position and hours each person in
16 such position works each week or, for part-time positions, each day or month, as appropriate;

17 C. The education and experience levels required for each position; and

18 D. The names of persons filling the identified positions.

19 **34. PROHIBITION ON PUBLICITY**

20 None of the funds, materials, property or services provided directly or indirectly under this
21 Agreement shall be used for CONTRACTOR'S advertising, fundraising, or publicity (i.e., purchasing of
22 tickets / tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
23 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to
24 raise public awareness about the availability of such specific services when approved in advance by the
25 Director or designee and at a cost as provided in Exhibit B for such items as written / printed materials, the
26 use of media (i.e., radio, television, newspapers) and any other related expense(s).

27 **35. AUDITS AND INSPECTIONS**

28 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY

1 may deem necessary, make available to the COUNTY for examination all of its records and data with
2 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the
3 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
4 CONTRACTOR'S compliance with the terms of this Agreement.

5 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
6 the examination and audit of the Auditor General for a period of three (3) years after final payment under
7 contract (Government Code Section 8546.7).

8 **36. NOTICES**

9 The persons and their addresses having authority to give and receive notices under this
10 Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, County of Fresno	Chief Executive Officer
Department of Social Services	Avertest LLC, dba Averhealth
PO Box 1912	2916 W. Marshall Street, Suite A
Fresno, CA 93717-1912	Richmond, VA 23230

14
15 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
16 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
17 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
18 personal service is effective upon service to the recipient. A notice delivered by first-class United States
19 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
20 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
21 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
22 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
23 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
24 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
25 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
26 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
27 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
28 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,

1 beginning with section 810).

2 **37. GOVERNING LAW**

3 Venue for any action arising out of or related to this Agreement shall only be in Fresno
4 County, California.

5 The rights and obligations of the parties and all interpretation and performance of this
6 Agreement shall be governed in all respects by the laws of the State of California.

7 **39. ENTIRE AGREEMENT**

8 This Agreement constitutes the entire agreement between the CONTRACTOR and
9 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
10 proposals, commitments, writings, advertisements, publications, and understanding of any nature
11 whatsoever unless expressly included in this Agreement

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 **CONTRACTOR:**
4 **Avertest LLC, dba Averthealth**

5 By 
6 Print Name: Jason Herzog

7 Title: Chief Executive Officer
8 Chairman of the Board, or
9 President, or any Vice President

10 By 
11 Print Name: Courtney Clements


12 Title: Secretary
13 Secretary (of Corporation), or
14 any Assistant Secretary, or
15 Chief Financial Officer, or
16 any Assistant Treasurer

17 Mailing Address:
18 2916 W. Marshall Street, Suite A
19 Richmond, VA 23230
20 Phone No: (804) 977-0443
21 Attn: Jason Herzog, Chief Executive Officer

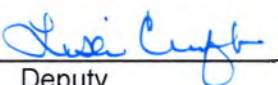
22 FOR ACCOUNTING USE ONLY:

23 Fund/Subclass: 0001/10000
24 Organization: 56107001
25 Account: 7870/0
26
27
28

COUNTY OF FRESNO:

By 
Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors of the County of
Fresno, State of California

By 
Deputy

Random Drug Testing Services Summary of Services

ORGANIZATION: Avertest, LLC, dba Averhealth

ADDRESS: 2916 W. Marshall Street, Suite A
Richmond, VA 23230

SERVICES ADDRESS: 2113 Merced Street
Fresno, CA 93721

TELEPHONE: (559) 781-8029

CONTACT PERSON: Tory Meier, Regional Manager

CONTRACT PERIOD: July 1, 2020 – June 30, 2023 with two (2) possible, one (1) year extensions by written mutual consent

CONTRACT AMOUNT: \$541,000 (July 1, 2020 – June 30, 2021)
\$555,000 (July 1, 2021 – June 30, 2022)
\$569,000 (July 1, 2022 – June 30, 2023)
\$584,000 (July 1, 2023 – June 30, 2024)
\$599,000 (July 1, 2024 – June 30, 2025)

SUMMARY OF SERVICES:

Overview

Avertest, LLC, dba Averhealth (CONTRACTOR) is to provide a randomized drug testing program for participants involved with the County of Fresno's Child Welfare Services (CWS). CONTRACTOR will maintain sole responsibility for the randomized drug testing services and the reporting/availability of results to CWS staff. Specific test panels to be administered and methods are outlined in Exhibit B, along with cost per unit.

Contractor Responsibilities

CONTRACTOR will manage a random drug testing program, which shall include the following:

- Enrollment of participants;
- Initial orientation session that includes, but is not limited to, discussion/explanation of the Notification Card, Medication Guide, and the Drug & Alcohol Testing Agreement;
- Random selection to ensure all participants (in rural areas and Metro Fresno) have an equal probability of testing on any given day;
- Adjustments to participant's frequency groups as determined by DSS;
- Maintenance of a web-based application Aversys to manage the program;

- A multilingual, interactive notification system that clients will call on a daily basis to determine if they are required to test or not;
- Notification to DSS if a participant fails to contact the notification system or is a no-show for testing;
- Consistent and valid chain of custody procedures;
- The agreement between Averhealth and Subcontractor (Quest) for rural testing; and
- Submission/access to results and other reports to DSS.

CONTRACTOR shall maintain test sites and hours of operation that meet the needs of participants.

Testing hours for Fresno Metro are as follows:

- Downtown Fresno (Averhealth's Location): 9:00am – 6:00pm Monday- Friday, 9:00am – 12:00pm on Weekends and Holidays.

Tentative testing hours for rural areas are as follows:

- *Coalinga (Subcontracted Site): 9:00am – 2:00pm Monday- Friday, 9:00am – 12:00pm on Weekends
- *Selma (Subcontracted Site): 10am – 2:00pm Monday- Friday, 9:00am – 12:00pm on Weekends
- Kerman (Subcontracted Site): 6:30am – 3:30pm Monday- Friday

*Weekend hours have not been confirmed and are pending further discussion between CONTRACTOR and Subcontractor. Location of test sites and hours of operation can be revised with written agreement of CONTRACTOR and COUNTY's Director of the Department of Social Services, or designee.

CONTRACTOR shall provide annual Civil Rights training to their staff within the first 60 days of the agreement and then within the first quarter of every calendar year. Relevant proof to be provided to DSS by April 1, for each year of the contract.

Reporting

CONTRACTOR shall provide the following reports to the Department (including, but not limited to):

- Individual participant testing history;
- Summary of participant testing history;
- History of testing compliance and participation/non-participation;
- Report on testing adulterations, substitutions, and/or diluted samples, or other situations where an individual could not provide a sample;
- Monthly summaries of enrollments/dismissals by established random groups;
- Monthly summaries of all tests conducted for the month;
- Cumulative no-show list;
- Monthly summary of individuals who have not enrolled;
- Monthly summary of frequency group totals;
- Quarterly testing summary including trends, graphical descriptions, drug classes testing positive;
- Comparative analysis of no-show rates; and
- Other reports as requested by the Department.

Outcomes

Outcomes/indicators associated with attaining the following goals:

Outcome	Indicator
1. Establishment of a professional and welcoming testing environment (i.e. clean office, friendly staff, minimal wait times, etc.).	<ul style="list-style-type: none"> • Participants will be given a survey on a quarterly basis and show at least an 80% satisfaction rate regarding outlined expectations
2. Provision of drug testing results within the timeline expected by DSS.	<ul style="list-style-type: none"> • Spot test preliminary results (dip kit results) available within one hour • Random program test results provided within one business day • Confirmation (GC/MS or LC-MS/MS) results provided within two business days • Hair test results provided within five business days • “No shows” reported same day • Any effort by a participant to adulterate a specimen or collection process shall be reported same day
3. Assurance of testing standards for reliability/validity are maintained.	<ul style="list-style-type: none"> • Lab maintains accreditation with CLIA, CAP-FDT, and the DEA

COUNTY Responsibilities

- COUNTY will provide appropriate referrals to CONTRACTOR and designate a Department point of contact;
- COUNTY will provide a written protocol on participant frequency groups; and
- COUNTY staff will meet and/or consult with CONTRACTOR as often as necessary to address any issues or concerns.

Random Drug Testing Services Pricing Summary

PRICING:

The following is the established price schedule for drug testing services.

SERVICE	DESCRIPTION	UNIT PRICE
5-Panel	Standard urine panel comprised of Breath Alcohol Test and five (5) of the following drugs: <ul style="list-style-type: none"> • Amphetamines (Amphetamines, Ecstasy, Methamphetamines); • Barbiturates; • Benzodiazepines; • Cannabinoids (THC); • Cocaine; • Ecstasy; • Methadone; • Methamphetamine; • Opiates (Morphine, Heroin, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone); • PCP; and/or • Propoxyphene. 	9-hour weekdays FY 2020-21 \$18.50 12-hour weekdays FY 2020-21 \$23.50 *Annual price increase not to exceed 3% per FY -Pricing includes weekends/holidays
6-Panel	Standard urine panel comprised of Breath Alcohol Test and any of the five (5) following drugs plus EtG or other specialty drug: <ul style="list-style-type: none"> • Amphetamines (Amphetamines, Ecstasy, Methamphetamines); • Barbiturates; • Benzodiazepines; • Cannabinoids (THC); • Cocaine; • Ecstasy; • Methadone; • Methamphetamine; • Opiates (Morphine, Heroin, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone); • PCP; and/or • Propoxyphene. 	9-hour weekdays FY 2020-21 \$20.00 12-hour weekdays FY 2020-21 \$25.00 *Annual price increase not to exceed 3% per FY -Pricing includes weekends/holidays
Standard Drug Add-on	Any of the following drugs added-on to a urine panel: Amphetamines (Amphetamines, Ecstasy, Methamphetamines), Barbiturates, Benzodiazepines, Cannabinoids (THC), Cocaine, Ecstasy, Methadone, Methamphetamine, Opiates (Morphine, Heroin, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone), PCP, and Propoxyphene	.50¢ per drug added-on
Synthetic Cannabinoids	Urine Analysis for Synthetic Cannabinoids	\$25.00
Synthetic Stimulants	Urine Analysis for Synthetic Stimulants (Bath Salts)	\$35.00
Standard Oral Fluid Panel	Standard Oral Fluid Panel including the five (5) following drugs: Benzodiazepines, Cocaine, Methamphetamine, THC, and Opiates	\$19.50
Oral Fluid Add-ons	Add-on any of the following to the Standard Oral Fluid Panel: Buprenorphine, Methadone, Oxycodone, or Tramadol	\$1.00 per drug added-on
Hair Test	Hair Test	\$70.00

SERVICE	DESCRIPTION	UNIT PRICE
Transdermal	Transdermal Sweat Patch	\$75.00
Spot Testing	Spot/Emergency Test which includes dip kit (with initial positive or negative result relayed to DSS within 1 hour) followed by a double EMIT test (with results relayed to DSS within 24 hours)	\$5.00 for dip kit only Additional panel prices apply for double EMIT and/or confirmation testing
Standard Confirmation Test	Confirmation Test completed via LC/MS/MS with results relayed within five business days	Included if requested for <5% total monthly volume. \$25.00 each thereafter
In-Person Expert Witness	In-Person Expert Witness Testimony for Court	\$750.00 per (2) day period
Litigation Packet	Litigation Packet for Court	\$150.00

*Avertest LLC, dba Averhealth (CONTRACTOR) shall submit a request in writing for all annual increases on Urine Analysis panel testing to County of Fresno, Department of Social Services (DSS) at least 30 days prior to the changed pricing taking effect. In no event shall the annual increase be more than 3%.

In-kind services included with Contract at no extra charge:

- Information Management System
- Client Notification System
- Video testimony
- Training and consultation sessions
- Participations in Court staffing sessions

Co-Payments

Drug testing participants may incur a share of cost in the form of a co-payment. Co-payments will be at the discretion of DSS. If DSS continues to have participants make co-payments, CONTRACTOR will be responsible for the collection and management of participant co-payments as follows:

Urine analysis: CONTRACTOR agrees to collect a DSS determined co-payment per urine analysis screen from program participants and bill the remaining difference to DSS. DSS shall determine the amount of the co-payment required by each program participant.

Hair collection and analysis: CONTRACTOR agrees to collect the full \$70.00 cost of a hair analysis from the participant instead of DSS when the test is conducted as a result of non-compliance with the drug testing program. (Non-compliance occurs when a participant repeatedly fails to appear for urine analysis testing. COUNTY will specify non-compliance status on the referral to CONTRACTOR).

The share of cost is established by COUNTY and cannot be modified without the expressed authorization of COUNTY. CONTRACTOR is to collect payment from participants at the time of testing. Participants unprepared to pay will not be allowed to test and recorded as a “no-show.” CONTRACTOR will provide data upon the request of the COUNTY as to the number of participants denied testing due to non-payment.

Exceptions will be made at the discretion of COUNTY. CONTRACTOR will be informed of any exceptions or exemptions prior to testing.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest”

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and Avertest LLC, dba Averhealth (PROVIDER) related to provision of emergency shelter care services for COUNTY's dependent children, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE